

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF RAHWAY**  
**AND**  
**RAHWAY SCHOOL TRAFFIC GUARDS ASSOCIATION**

**PREAMBLE**

This is an agreement between the City of Rahway, New Jersey (hereinafter referred to as the "City"), and the Rahway School Traffic Guards Association (hereinafter referred to as the RSTGA"). The effective date of this agreement is July 1, 2021.

**ARTICLE 1 – RECOGNITION**

The City hereby recognizes the RSTGA as the exclusive collective negotiating agent for all school traffic guards employed by the City. Wherever the terms "employee" or "employees" are used herein, it shall be construed to mean employees covered by this agreement.

**ARTICLE 2 - LEGAL REFERENCE**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she/they may have under applicable law.

Nothing contained herein shall be construed to deny or restrict to the City and/or City officials such rights as it or they may have under applicable law.

If any part of this agreement should be held invalid by operation of law, the remainder of the agreement shall not be affected thereby.

**ARTICLE 3 - WAGES AND WORK YEAR**

Wages paid to employees shall be at an annual rate of pay (annual salary) for a work year commencing on September 1<sup>st</sup> of each year and ending on August 31<sup>st</sup> of the succeeding year. It is understood that employees shall work during those days that school is in session.

**ARTICLE 4 - COLLECTIVE NEGOTIATING PROCEDURE**

Collective negotiations with respect to rates of pay, hours of work, or conditions of employment shall be conducted by the duly authorized negotiating agent(s) of each of the parties. Ordinarily, not more than three (3) representatives of each party shall participate in collective negotiating meetings.

Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the City or the RSTGA.

In the event any negotiating meetings are scheduled during any part of the working day, employees of the City may be designated by the RSTGA to participate in such negotiating meetings. The negotiators for the RSTGA will not seriously interfere with the City's operations. Such employees would suffer no loss of regular straight time pay.

#### **ARTICLE 5 - REPRESENTATIVE RIGHTS**

No Association member or officers or authorized representatives shall conduct any RSTGA business on City time except as specified in this agreement.

Only authorized representatives of the RSTGA may confer with the City on grievances or other matters of mutual interest.

The City agrees that it will permit the authorized representatives of the grievance committee to take a reasonable amount of time from the job to confer with management on, or to investigate, grievances without loss of pay, provided prior arrangements to be excused are made with his or her supervisor.

#### **ARTICLE 6 – NONDISCRIMINATION**

There shall be no discrimination, interference, or coercion by the City or any of its agents against the employees represented by the RSTGA because of membership or activity in the RSTGA.

The RSTGA shall not intimidate or coerce employees into membership.

It is hereby recognized and agreed that an employee has the right to withdraw from membership in the RSTGA. In the exercise of that right, neither party nor any of its agents shall discriminate, coerce, or otherwise interfere with the employee.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

For the purpose of this agreement the term "grievance" means any complaint, difference or dispute between the City and any employee with respect to the interpretation, application, or violation of any provisions of this agreement. In the event any employee has a grievance, the employee shall discuss it as soon as possible informally with his or her immediate supervisor. If the grievance is not so resolved informally, the employee shall present his or her grievance to the City, in writing, through or in the presence of the designated representative of the RSTGA, within ten (10) days of its occurrence or such grievance will be deemed waived. The following steps shall be followed:

- Step 1 - The written grievance shall be presented as above to the Chief of Police. If not satisfactorily settled within ten (10) days thereafter, the employee may appeal the grievance to the next step.

- Step 2 - The written grievance shall be presented through the RSTGA to the City Business Administrator. If not satisfactorily settled within ten (10) days thereafter, the grievance may proceed to the next step.
- Step 3 - In the event of a failure by the parties to resolve any grievance within thirty (30) days, either party may file for arbitration with the New Jersey Public Employees Relations Commission, through which procedure the arbitration decision shall be final and binding upon the parties. The expense of any such arbitration shall be borne equally by the parties.

### **ARTICLE 8 - HOURS OF WORK**

Hours of work and the City's management rights to assign and schedule hours and employees shall be as per past practice.

### **ARTICLE 9 - SICK DAYS**

Effective July 1, 2003, all employees who have completed five full work years shall be entitled to a maximum of six (6) days of sick leave in any given year. Any employee who has completed two full years of work shall be entitled to a maximum of two (2) sick days per year. At the end of each work year, such employee will be paid one day's sick pay for each of said three days which have not been utilized as sick leave and in no event will any unused sick leave accumulate. Sick leave may be used for employee illness or injury not arising from employment and the City may require verification of same. To receive credit for a full work year, an employee must commence work prior to December 31<sup>st</sup> of the work year and work through the conclusion of that school year. Any employee who goes two (2) consecutive years without the use of any sick leave will be paid one day's pay for each two days of unutilized sick time, for a total of three (3) days maximum.

### **ARTICLE 10 - FUNERAL LEAVE**

An employee may be given up to three (3) days of leave from work with pay upon the death of his/her/their mother, father, spouse, brother, sister, child, father-in-law or mother-in-law at the discretion of the immediate supervisor.

### **ARTICLE 11 – CLOTHING**

All School Crossing Guard personnel are required to wear plain dark blue khaki style long pants and a plain light blue polo shirt while on their posts. Each guard will be responsible for obtaining these articles at a vendor of their choice. The City will at the time of hire, and periodically as needed, issue outerwear as per past practice and shall include funds in its budget for these purposes. All employees who have completed one full work year shall be entitled to receive a \$325.00 annual stipend for the purchase and maintenance of their required clothing. This amount shall be payable with the second payroll in October. New employees will receive one pair of pants and one light blue polo shirt in addition to outerwear.

Any guard who receives three documented counseling sessions within a school year with regard their failure to wear, or maintain, the proper uniform attire will forfeit their upcoming clothing allowance.

**ARTICLE 12 - MUTUAL COOPERATION**

The City and the RSTGA agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence. The RSTGA shall encourage members to maintain acceptable levels of competence by keeping abreast of changes occurring in operations, and by meeting with the City from time to time to consider training and development programs for employees.

The RSTGA pledges to encourage all members to use safety equipment and safety rules. The City shall at all times endeavor to maintain safe and healthful working conditions and provide employees with tools or devises to promote the safety and health of said employees.

**ARTICLE 13 - RATES OF PAY**

The annual salaries for employees in effect at the time of execution of this agreement are as follows:

<b><u>STEPS</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/1/2021</u></b>	<b><u>7/1/2022</u></b>	<b><u>7/1/2023</u></b>
<b><u>FIRST YEAR</u></b>	9,207	9,391	9,579	9,771
<b><u>AFTER ONE YEAR</u></b>	10,111	10,313	10,519	10,730
<b><u>AFTER 2 YEARS</u></b>	11,018	11,238	11,463	11,692
<b><u>FIRST GRADE GUARD**</u></b>	11,924	12,162	12,406	12,654

\*\* First Grade Guard pay is only for those individuals who are assigned to hazardous posts as defined by the Rahway Police Traffic Bureau. Those individuals not assigned to hazardous posts are not eligible for First Grade Guard rates.

Effective on and retroactive to July 1, 2020, all RSTGA employees will receive a two percent (2%) increase over their previous annual base salary. A lump sum representing retroactive payments back to July 1, 2021, will be issued to each RSTGA employee after ratification of the herein MOA.

**ARTICLE 14 - SENIOR GUARD SERVICE**

Employees who have served in the position for fifteen (15) consecutive years or more shall receive the following compensation in addition to the Rates of Pay set forth in Article 13:

- After 15 years of consecutive service - \$500.00 per year
- After 20 years of consecutive service - \$750.00 per year

Please note, the \$750.00 per year after 20 consecutive years of service is not in addition to the \$500.00 per year after 15 years of consecutive service (i.e. - after 20 years the employee receives \$750.00 per year not \$1,250.00).

**ARTICLE 15 - SEVERANCE PAY**

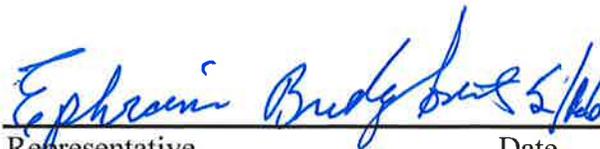
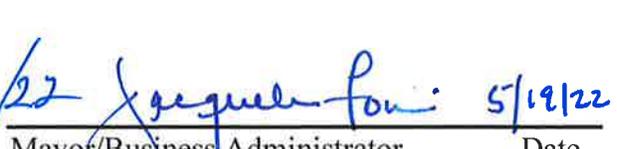
Any employee who has completed twenty (20) or more work years shall, upon severance of employment for any reason except disciplinary dismissal, receive the equivalent of one full week's pay as severance pay.

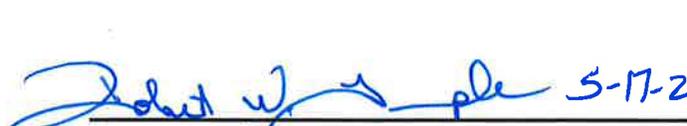
**ARTICLE 16 - DURATION**

This agreement shall remain in full force and effect through August 31, 2024.

**For the RSTGA**

**For the City of Rahway**

	
Representative	Mayor/Business Administrator
Date	Date

	
Representative	City Clerk
Date	Date

# RESOLUTION

## CITY OF RAHWAY, NEW JERSEY

No. AR-96-22

Date of Adoption: May 9, 2022

### RESOLUTION AUTHORIZING A LABOR CONTRACT WITH THE RAHWAY SCHOOL TRAFFIC GUARDS ASSOCIATION (RSTGA) FOR THE PERIOD JULY 1, 2021 THROUGH AUGUST 31, 2024

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Rahway, County of Union and State of New Jersey that the Mayor or designee and City Clerk are hereby authorized to execute a labor contract with the Rahway School Traffic Guards Association (RSTGA) for the period July 1, 2021 through August 31, 2024 as per the following terms and conditions:

#### **ARTICLE 3 - "WAGES & WORK YEAR"**

Wages paid to employees shall be at an annual rate of pay (annual salary) for a work year commencing on September 1 of each year and ending on August 31 of the succeeding year. It is understood that employees shall work during those days that school is in session.

#### **ARTICLE 11 - "CLOTHING"**

All employees who have completed one full work year shall be entitled to receive a \$325.00 annual stipend for the purchase and maintenance of their required clothing.

#### **ARTICLE 13 - "RATES OF PAY"**

<b>STEPS</b>	<b><u>7/1/2020</u></b>	<b><u>7/1/2021</u></b>	<b><u>7/1/2022</u></b>	<b><u>7/1/2023</u></b>
<b>FIRST YEAR</b>	9,207	9,391	9,579	9,771
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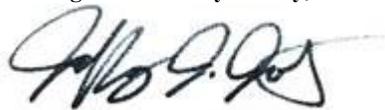
Effective on and retroactive to July 1, 2021, all RSTGA employees will receive a two percent (2%) increase over their previous annual base salary. A lump sum representing retroactive payments back to July 1, 2021, will be issued to each RSTGA employee after ratification of the herein MOA.

#### **ARTICLE 16 - "DURATION"**

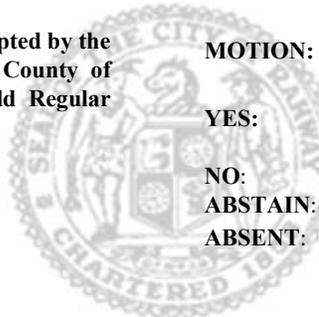
This agreement shall remain in full force and effect through August 31, 2024.

Unless specifically addressed and referenced herein, all other terms and conditions of employment of the labor contract which expired on June 30, 2021, remain the same. Additionally, all proposals by either the City of Rahway or RSTGA not specifically referenced herein are considered withdrawn.

**Certified to be a true copy of a Resolution adopted by the Municipal Council of the City of Rahway, County of Union, State of New Jersey at the duly held Regular Meeting on the 9<sup>th</sup> day of May, 2022.**



**Jeffrey J. Jotz, City Clerk**



**MOTION:** Newbury      **SECOND:** Mojica  
**CONSENT AGENDA**  
**YES:** Brooks, Brown, Cox, Gibilisco, Mojica,  
Newbury, Parson, Miles  
**NO:** None  
**ABSTAIN:** None  
**ABSENT:** Farrar