

AGREEMENT BETWEEN
BOROUGH OF RARITAN
AND
LOCAL 2168 A.F.S.C.M.E., AFL-CIO
RARITAN EMPLOYEES
JANUARY 1, 2021
THROUGH
DECEMBER 31, 2024

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PREAMBLE

Articles of Agreement made this 10th day of March, 2021, between the Borough of Raritan, hereinafter referred to as the Borough or Employer and the American Federation of State, County and Municipal Employees, Local 2168 AFL-CIO, hereinafter referred to as the Union.

In consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

ARTICLE 2 – DEDUCTIONS

The Borough Administrator of the Borough is hereby directed and authorized to make Union payroll deductions from all Union members. The Union will supply the names of all employees belonging to said Union and from whom said Union payroll deductions are to be made. The aggregate total of such deductions together with a list from whom dues have been deducted, shall be remitted to Council #73, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690-2717.

ARTICLE 3 – HOURS OF WORK – BLUE COLLAR

The workweek shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday from 7:00 A.M. to 3:30 P.M., with the exception of Sanitation, which starts at 4:00 A.M. on Tuesday and Wednesday. The 7:00 A.M. to 3:30 P.M. shift shall have one-half (1/2) hour off for lunch. Time and one-half (1 ½) shall be paid for any hours worked beyond those specified in the workweek.

ARTICLE 4 – SENIORITY

Seniority starts form the first day of employment, not from the first day of permanent employment. Seniority shall be broke by a voluntary quit or termination. The principles of seniority and promotion from within shall be the guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required.

All job openings must be posted in each department for five (5) days. Copies of all job postings shall be given to the Local Union President.

All employees who work at a job which pays a higher rate of pay than their own [for at least two (2) weeks] shall receive the higher rate of pay for the time worked at the higher classification.

ARTICLE 5 – GRIEVANCE PROCEDURE

Grievance as used herein shall mean: disputes between the Borough and the Union or any of its members.

Step 1 – The Grievance shall be presented orally by the aggrieved or his steward to the Superintendent.

Step 2 – If not satisfactorily settled within the forty-eight (48) hours, the Grievance shall be reduced to writing and submitted to the Administrator. The Administrator shall then have five (5) working days in which to submit his answer. If at this STEP no answer is received, the Grievance shall be considered settled in favor of the employee.

Step 3 – If the Grievance is not settled satisfactorily within five (5) days, the Grievance shall be submitted to the Mayor and Public Works Committee of no less than two (2) Councilmen and a hearing shall be held within ten (10) days, at which hearing the Grievant, Shop Steward, Local Union President and the Council 73 Staff Representative shall be present.

Step 4 – Mayor and full Council – Five (5) days to answer, as above.

Step 5 – If the Grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Borough and the Council is due, by written notice to the other, request arbitration.

ARBITRATION – An arbitrator to be selected by the Borough shall conduct the arbitration proceeding with the Borough and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either part or both parties to provide a panel of five (5) arbitrators. Both the Borough and the Union shall have the right to strike two (2) names from the panel. The part requesting arbitration shall strike the first name, the other part shall then strike one name.

The procedure will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

Time extensions beyond those stipulated above may be arrived at by mutual agreements of the parties concerned.

ARTICLE 6 – OVERTIME

Time and one-half (1 ½) the employees' regular hourly rate of pay shall be paid for work under the following conditions:

- A. All hours worked beyond the regular scheduled workday.
- B. All hours worked beyond the regular scheduled workweek.
- C. All hours worked on a holiday shall be at time and one-half (1 ½) plus holiday pay except that employees required to work on Christmas Day shall be paid two times (2x) their regular hourly rate of pay plus holiday pay.
- D. All hours worked on a Saturday shall be at one and one-half (1 ½) times and Sunday is at a double time (2x) rate of pay.
- E. All hours worked during the normal business hours that the Municipal Building for Administrative employees is closed due to inclement weather, which includes those hours that the Administrative employees are dismissed earlier than their normal dismissal time (4:15 p.m.) due to said inclement weather shall be eligible for overtime compensation. The provisions of this Section shall not apply to any delayed opening of the Borough Municipal Building as to Administrative employees, i.e. allowing employees to start work any time after the normal starting time.

For overtime computations purposes only, time within the employee's standard weekly work schedule for which the employees received pay from the Borough for approved absence, shall be credited to time worked when computing the workweek.

Overtime shall be offered and distributed equally among all employees in the same job classification. In case of emergency, no employee shall refuse to work overtime without just cause.

All employees working on snow removal through a regularly scheduled meal period shall be given one hot meal allocation provided that the employee has worked four (4) hours overtime or if the employee is called in at least two (2) hours before his starting time and works through his regular breakfast hour. Breakfast not to exceed \$13.00 for each employee. Hot meal allowance not to exceed \$18.00 per employee.

ARTICLE 7 – CALL IN PAY

Any employee called to emergency duty that takes less than three (3) hours to correct, shall be given a minimum of three (3) hours pay at time and one-half (1 ½).

Emergency to be determined by the Superintendent or other authorized personnel or officials. Also Police Department, Chairman of Public Works and Administrator.

ARTICLE 8 – SICK LEAVE

1. Full time employees who have worked less than one (1) year shall be entitled to one (1) sick leave day per month for all months worked up to one (1) year.
2. All employees shall be entitled to twelve (12) days sick leave with pay each year.
3. Full-time employees shall be entitled to twelve (12) working days of sick leave with pay per year on each calendar year, after they have completed one (1) year of satisfactory continuous service. Full-time employees who have worked less than one (1) year shall be entitled to one sick leave day with pay for each month worked. Sick leave can be accumulated up to a maximum of one hundred twenty (120) working days if required, and may be used by an employee only for personal illness or a disabling injury; sick leave may not be used in advance of its accrual. The Borough will provide additional sick days after an employee's accumulated sick days are exhausted, at the discretion of the Borough Council and in accordance with the existing personnel manual.
4. A doctor's certificate is required after five (5) days of continuous absence.

Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

Each employee shall be entitled to save two (2) utilized sick days in each year of service, commencing January 1, 1982, to be utilized as terminal leave. The total number of terminal leave days shall be limited to a total of fifty (50) days, or the amount in dollars or days limited by State law at the time of payment, whichever is less. Where an employee utilize the twelve (12) sick days earned, he shall not be entitled to save any days.

Terminal leave shall be in days off and no cash payments shall be made under any circumstances except employees' death. A retiring employee shall be granted his accrued terminal leave days off in working days immediately preceding his date of retirement.

ARTICLE 9 – LEAVES OF ABSENCE

Leaves of absence with pay may be granted to the Union officer or delegate to conventions, institutes or educational conferences for a total of three (3) days. The three (3) days are not to be exceeded in any one (1) year for any one (1) delegate or officer. Any employee in necessary attendance at meetings with Borough officials or supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

ARTICLE 10 – HOLIDAYS

The Following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Christmas Extra Day
Independence Day	Floating Holiday
Labor Day	

An extra day for the Christmas Day holiday shall be as follows: When Christmas falls on a Monday, Friday of that week will be the paid holiday; when Christmas falls on a Tuesday, Friday of that week will be the paid holiday; when Christmas falls on a Wednesday, Friday of that week will be the paid holiday; when Christmas falls on a Thursday, Friday of that week will be the paid holiday; when Christmas falls on a Friday, Thursday of that week will be the paid holiday; when Christmas falls on a Saturday, Thursday of that week will be the paid holiday; when Christmas falls on a Sunday, Friday of the preceding week will be the paid holiday.

Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday. If a holiday falls during an employee's vacation period, the employee shall receive an additional day of vacation. The Floating holiday shall be taken with prior approval of the Public Works Manager.

If an employee is required to work on a holiday, he shall receive time and one-half (1-1/2) for the hours worked in addition to his holiday pay.

It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

ARTICLE 11 – VACATIONS

Vacations shall be on the following basis at the beginning of each year.

6 months to 1 year	1 workweek
1 year to 6 years	2 workweeks
7 years to 13 years	3 workweeks
14 years to 20 years	4 workweeks
21 years to 25 years	5 workweeks
Over 25 years	6 workweeks

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacation period shall be arranged with and approved by the appropriate Department Head. If the vacation is requested in writing on or before April 30, then employees with seniority will be given first preference in the assignment of vacations. Vacations requested after these dates will be granted on a first come, first serve basis.

Vacation allowance must be taken during the calendar year.

If a holiday falls during an employee's vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday.

If payday occurs during an employee's vacation, the employee may receive his paycheck before he leaves for vacation, provided that he gives the Payroll Department two (2) weeks' notice.

ARTICLE 12 – PERSONAL DAYS

Three (3) personal days with pay will be granted to all employees covered by this Agreement.

ARTICLE 13 – SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Borough and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job is unsafe, then work shall cease provided however the Borough shall be given opportunity to immediately remedy the condition.

ARTICLE 14 – WORK UNIFORMS

The Borough will reimburse the employee a maximum of Two Hundred (\$200.00) Dollars for adequate work clothing and/or safety shoes, which meet OSHA Standards, one time during this Agreement.

It is mandatory for employees to wear the work uniforms and shoes.

The Borough shall provide, each year for each man five (5) colored tee shirts with pockets, crew necks, and emblems, two (2) coveralls, and eight (8) pairs of gloves (three (3) pair rubberized, five (5) pairs with leather palms).

A winter coat will be provided if the cost is reasonable to the Borough, at an approximate cost of One Hundred (\$100.00) Dollars, one time during this Agreement.

Rain gear will be provided, one (1) per employee per year. If needed, additional sets will be provided.

ARTICLE 15 – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, time off without loss of compensation for three (3) working days shall be granted. The employee's immediate family shall be defined as follows: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or any other person living in the employee's residence. Time off without loss of compensation for one (1) day shall be granted in the event of the death in an employee's non-immediate family. Non-immediate family shall be defined as uncle, aunt, niece and nephew.

ARTICLE 16 – INSURANCE AND RETIREMENT

Effective July 1, 2011, all employees shall contribute no less than the contribution percent or dollar amount established by State law toward the Borough's health benefits premium costs. The Employer shall provide an employee's family health plan that is at least equivalent to the Blue Cross-Blue Shield (including Rider J) and Major Medical Plan under the State Health Benefits Program.

Group Life Insurance in the amount of Five Thousand (\$5,000.00) Dollars shall be carried by the Borough for all employees and paid fully for by the Borough. The Borough shall supplement the pay of any employee who is on workmen's compensation so that the employee will receive full pay for a period of up to one (1) year.

All employees of the unit shall receive the benefit of a family dental plan. The cost of the dental plan shall be borne by the Borough for the contract years of 1998 and 1999 only. The dental cap shall also be raised so that there is no cost to the employees during negotiations for a successor agreement.

Employees will be reimbursed up to Seventy Five (\$75.00) Dollars for prescription safety glasses once in this contract period. Proof must be given that glasses meet OSHA Standards.

ARTICLE 17 – TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs shall be transferred to equal or lesser pay job classification on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their

jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six (6) months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request for each additional period of six (6) months. It shall be the responsibility of the immediate supervisor to notify the employee when the six (6) months are due to expire.

ARTICLE 18 – DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days, the two sides shall meet to try to solve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Mayor and Council or finally to be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of Final Notice of Discipline to indicate his choice.

ARTICLE 19 – REST PERIODS

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon, or at the discretion of the Superintendent. A relief period of one-half (1/2) hour shall be given to any employee working overtime, once every four (4) hour period.

ARTICLE 20 – MILITARY LEAVE

Any full time employee served by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty

training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be entitled to be paid the difference between his regular Borough salary and his military pay, if the military pay is less than his regular base Borough pay for the period of military leave. Such leave shall not exceed fifteen (15) consecutive days of training.

ARTICLE 21 – JURY LEAVE

Any permanent full time employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he is serving on said jury, the employee shall receive his pay from the Borough. The amount of pay to be the difference between full pay and jury pay.

The employee shall be paid only for actual time required to serve on jury duty, and, if there are times the employee isn't scheduled for jury duty, then he must report for work. If excused before 1 P.M. for the day, he shall report for work.

All requests for jury leave must be filed with the Department Head within three (3) days from receipt of summons. Certificate of Jury Service following jury duty shall be submitted to the Department Head and placed in Personnel History file.

ARTICLE 22 – PERSONNEL ACCESS

Representatives of the Union, who are not employees, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the Administrator or his designated representative, permission for which shall not be unreasonably withheld.

ARTICLE 23 – UNION REPRESENTATIVES

The Borough recognizes and shall deal with the accredited Union Steward in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Stewards shall be furnished to the Employer immediately after their designation.

The Borough agrees to recognize a maximum of two (2) stewards selected by the Union.

ARTICLE 24 – RETIREMENT

All employees enrolled in the Public Employee Retirement System are subject to the benefits, requirements and provisions of those plans.

ARTICLE 25 – WORK RULES AND REGULATIONS

The Borough may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Copies of all such rules shall be distributed to all employees covered by this Agreement and to the Union.

The Employer agrees to negotiate work rules with the Union at least one (1) week prior to the implementation of the same.

ARTICLE 26 – SEVERABILITY

The Borough and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision(s) of this Agreement is rendered illegal or invalid under any applicable law of State or Federal regulations, such illegality or invalidity shall effect only the particular provision which shall be deemed void or inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalidated portion thereof.

ARTICLE 27 – SALARIES

Effective and retroactive to January 1, 2021, all employees of the bargaining unit shall receive a four (4%) percent increase in their base salary. Effective January 1, 2022, all employees of the bargaining unit shall receive a four (4%) percent increase in their base salary. Effective January 1, 2023, all employees of the bargaining unit shall receive a four (4%) percent increase in their base salary. Effective January 1, 2024, all employees of the bargaining unit shall receive a four (4%) percent increase in their base salary.

The wage rates are detailed in Appendices B and C.

ARTICLE 28 – TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January 2021 and shall continue in effect until December 31, 2024.

It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by mail by October 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other part in the manner set forth in the following paragraph.

In the event that either part desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 29 – AGENCY SHOP

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification for the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in this unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

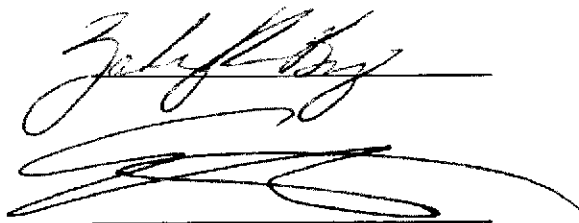
It is understood that the Union has a provision in the International Constitution, which provides a procedure, whereby a person paying a fee under an Agency Shop Agreement may obtain a rebate for that portion of his fee, which is used for partisan political or ideological purposes.

ARTICLE 30 – FULLY BARGAINED

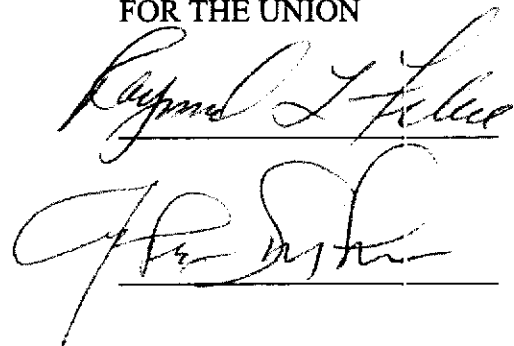
The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seal on the day and year first hereinabove written.

FOR THE EMPLOYER

A handwritten signature in black ink, appearing to be "Jeffrey", written over a horizontal line.

FOR THE UNION

Two handwritten signatures in black ink, one above the other, both written over horizontal lines. The top signature appears to be "Raymond L. Felice".

APPENDIX A

EQUIPMENT OPERATOR (STREETS)

EQUIPMENT OPERATOR (SANITATION)

TRUCK DRIVER

LABORER

APPENDIX B

RARITAN BOROUGH PUBLIC WORKS HOURLY WAGE RATES

4% INCREASE	2021					
	1	2	3	4	5	6
EQUIPMENT OPERATOR, STREETS	26.82	27.90	28.98	30.90	32.92	35.10
EQUIPMENT OPERATOR, SANITATION	25.98	27.08	28.16	29.97	31.95	34.06
TRUCK DRIVER	25.58	26.59	27.63	29.41	31.37	33.40
LABORER	24.64	25.66	26.67	28.44	30.21	32.16
PUBLIC WORKS FOREMAN						34.66
4% INCREASE	2022					
	1	2	3	4	5	6
EQUIPMENT OPERATOR, STREETS	27.89	29.02	30.14	32.14	34.24	36.50
EQUIPMENT OPERATOR, SANITATION	27.02	28.16	29.29	31.17	33.23	35.42
TRUCK DRIVER	26.60	27.65	28.74	30.59	32.62	34.74
LABORER	25.63	26.69	27.74	29.58	31.42	33.45
PUBLIC WORKS FOREMAN						36.05
4% INCREASE	2023					
	1	2	3	4	5	6
EQUIPMENT OPERATOR, STREETS	29.01	30.18	31.34	33.42	35.61	37.96
EQUIPMENT OPERATOR, SANITATION	28.10	29.29	30.46	32.42	34.56	36.84
TRUCK DRIVER	27.67	28.76	29.88	31.81	33.93	36.13
LABORER	26.65	27.75	28.85	30.76	32.68	34.78
PUBLIC WORKS FOREMAN						37.49
4% INCREASE	2024					
	1	2	3	4	5	6
EQUIPMENT OPERATOR, STREETS	30.17	31.38	32.60	34.76	37.03	39.48
EQUIPMENT OPERATOR, SANITATION	29.22	30.46	31.68	33.71	35.94	38.31
TRUCK DRIVER	28.77	29.91	31.08	33.08	35.29	37.57
LABORER	27.72	28.86	30.00	31.99	33.98	36.18
PUBLIC WORKS FOREMAN						38.99