

AGREEMENT 2003 - 2005

**EAST BRUNSWICK
SCHOOL CROSSING GUARDS ASSOCIATION**

AND THE

TOWNSHIP OF EAST BRUNSWICK

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PREAMBLE

This Agreement made this _____ day of _____, 2003 by and between the Township of East Brunswick, hereinafter referred to as the "Employer" and the UPSEU East Brunswick School Crossing Guards unit, hereinafter referred to as the "Union."

It is agreed to as follows:

ARTICLE I
RECOGNITION

Section A.

The Employer hereby recognizes the Union as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for an appropriate negotiating unit established in accordance with N.J.S.A. 34:13A-5.3 as supplemented and amended.

Section B.

Included in the negotiating unit shall be all employees holding the title of School Crossing Guard in the Department of Public Safety.

ARTICLE II

SICK LEAVE

Section A.

Sick leave shall mean paid leave that may be granted to each employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for them to perform all the duties of their position or who is quarantined by a physician because they have been exposed to a contagious disease.

Section B.

During the first year of employment and until January 1 of the succeeding year, sick leave shall accrue and be credited to each employee on the basis of one day of sick leave for each full month of work. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of ten (10) days per year.

Those employees who are scheduled to work at least 20 hours a week during July and August will be credited with an additional day a month.

Section C.

Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service or retirement, excluding discharge for just cause, the employee shall be entitled to pay on the basis of one-half days' pay per one full day of sick leave accumulated and not previously used up to a maximum of \$5,000. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a substitute employee, or if the employee is terminated due to a lack of work.

Section D.

Accumulated sick leave may be used by an employee for personal illness, illness in their immediate family which requires their attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purposes of this paragraph shall mean and refer only to the employee's spouse, child, parent, or unmarried brother or sister.

Section E.

Employees are required to call in at least one hour prior to the start of their post informing Headquarters that they will be out, except in an emergency. A certificate from the Township physician or the employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and Welfare shall be required.

Section F.

Those employees who are regularly scheduled to work at least twenty (20) hours per week in the summer may use accumulated sick time in accordance with Section D and E above during the summer months.

Section G.

If management has any resources available, the employee shall have the right to sell back unused sick days at 50% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of management on or about November 1 of each year.

ARTICLE III

PERSONAL DAYS

The employee shall be granted four (4) personal days off in each calendar year, non-cumulative, at a time approved in advance by the appointing authority. Personal days may be granted in units of full and half days up to four (4) days at a time, subject to approval as indicated above. All personal days with the exception of one must be used by December 1st. Any exceptions to this Agreement must be approved by the head of the Traffic Section. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a regular employee to that of a substitute employee, or if the employee terminated due to a lack of work.

ARTICLE IV

INCLEMENT WEATHER

The employee shall be granted and guaranteed four (4) inclement weather days off in each calendar year, payable at the end of a calendar year if unused. If duty is canceled for inclement weather in excess of four (4) days, the employee shall be paid for all inclement weather days in excess of four (4). Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a regular employee to that of a substitute employee, or if the employee is terminated due to a lack of work.

ARTICLE V

INSURANCE

Section A.

In addition to any monetary compensation paid to an employee, the Township shall also pay the full cost of life insurance coverage in the amount of \$10,000.00 and accidental death and dismemberment benefits. The present policies and practices pertaining to the above shall be continued for the duration of this Agreement, except as herein specifically provided in the contrary.

Section B.

All regular employees shall have the right to join P.E.R.S.

Section C.

Hospitalization and medical insurance under the Township Group Plan shall be available for those employees who can demonstrate no coverage by a spouse. This coverage shall be made available at the sole expense of the employee who demonstrates eligibility as outlined above.

However, the employer agrees to accept the cost of paid hospitalization, basic medical, surgical, and major medical insurance coverage for widows or widowers or heads of households as defined by IRS standards and who have no other health insurance coverage.

The insurance deductible shall be \$150.00 for single coverage and \$300.00 for family coverage.

In addition, in accordance with N.J.S.A. 40A:10-23, this insurance coverage shall be provided to any widows, widowers or head of households who retire:

- a. After 25 years or more service with the Township; or
- b. After having reached the age of 62 or older with at least 15 years of service with the Township.
- c. The Township will provide secondary coverage only for eligible retirees when coverage by medicare or another carrier including veterans benefits is available.

Section D.

School Crossing Guards will be fully covered by the employer in the same manner as full-time employees for Worker's Compensation.

Section E.

The Township shall provide copies of all insurance policies covering School Crossing Guards.

ARTICLE VI

WAGES

Section A.

	<u>2003</u> 3.60%		<u>2004</u> 3.60%		<u>2005</u> 3.60%
1st year of service	12.56		13.01		13.48
2nd year of service	13.15		13.62		14.11
3rd year of service	13.77		14.26		14.78
4th year of service	15.02		15.56		16.12
6th year of service	15.64		16.21		16.79
11th year of service	16.00		16.57		17.17
16th year of service	16.32		16.90		17.51
21st year of service	16.64		17.24		17.86
25th year of service	16.97		17.58		18.21
30th year of service	17.30		17.92		18.57

Section B.

In the event the employer requires the employee to participate in any course or program of instruction related to the duties and functions of the employee, the employee shall be compensated at the regular hourly rate applicable for all such time actually spent at the course or program of instruction.

Section C.

Every employee shall be paid for a minimum of two hours work regardless of the length of each duty assignment per cost.

Section D.

For purposes of computing years of service, any employee hired prior to January 1, 1989, whose employment commenced between January 1 and October 1 shall be credited with a full year of service. Any employee hired after January 1, 1989, whose employment commenced between January 1 and July 1 shall be credited with a full year of service.

ARTICLE VII

MISCELLANEOUS

Section A.

The Employer will provide an allowance for clothing for each employee during each year in the amount noted.

<u>2003</u>	<u>2004</u>	<u>2005</u>
\$500	\$500	\$525

Employees hired prior to July 1, who receive an initial uniform issue will be eligible for a clothing allowance, as set forth above, the following year. Employees hired after July 1, who receive an initial uniform issue will not be eligible for a clothing allowance, as set forth above, the following year.

Section B.

The employee accepts full responsibility for their uniforms. All employees shall receive a uniform allowance in the amount noted in Section A in two equal increments, the first to be paid on or about January 30 of each year, and the remainder to be paid on or about July 1.

Section C.

The employees shall have the right to form a committee to assist in the selection of clothing styles. All styles are to be uniform for all employees as governed by the officer in charge of the Traffic Safety Section and approved by the Director of Public Safety.

Section D.

The Township agrees to provide complete uniforms for new and substitute employees.

Section E.

Articles which may be purchased with the clothing allowance are listed on Schedule A attached.

Section F.

Seniority shall be defined as an employee's term of continuous service with the Township within their Bargaining Unit. Seniority may not be carried over from one bargaining unit to another.

Section G.

- a. The Township agrees to pay one (1) paid holiday to employees with ten (10) or more years of service to be paid in the same pay period that includes the week of Thanksgiving.
- b. The Township agrees to pay two (2) paid holidays to employees with twenty (20) or more years of service to be paid in the same pay period that includes the week of Thanksgiving.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provision of this Agreement, including Article XII, Management Rights.

2. Grievance arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect negotiable terms and conditions of employment and are management prerogatives and non-negotiable matters, may not proceed to binding arbitration.

Section B. Procedure

A grievance shall be processed as follows:

A grievance must be presented no later than fifteen (15) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section.

All reference to days herein except where calendar days are specifically referred to, as set forth above, shall mean working days, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purposes.

Step 1 The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within ten (10) days of the submission of the grievance.

Step 2

If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. A written response shall be provided by the Business Administrator within seven (7) days of its submission.

Step 3

If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A (2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within ten (10) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract

anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties and the employee(s). All employees shall continue to observe all assignments, rules, and regulations during the pendency of a grievance, and until it is finally determined except where an imminent danger to safety and health exists.

Section C.

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement, may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association.

Section D.

If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE IX
POST BIDDING

Section A.

All four hour posts -- two hours a.m./two hours p.m. (temporary or permanent) -- and lunch posts shall be posted once annually for open and public bidding according to seniority at the pre-school year meeting of the Traffic Safety Section. A tentative list of posts to be bid shall be made available to employees one week prior to the pre-school year meeting. Post appointments shall be made by the head of the Traffic Safety Section in private immediately as each post is bid upon and before next guard bids in her turn for a post. The Association may appoint an employee representative to be present as each post is bid upon. An employee may choose from any post remaining after those chosen by employees with greater seniority. Post bids may be made by a representative of an employee who cannot attend a meeting.

Section B.

If a four hour post is closed during any agreement year after bidding, the employee assigned to that post shall have the right to be assigned to the post held by the employee with the least seniority with two (2) full working days. All new or vacant (permanent or temporary) four hour posts shall be offered to substitute employees in the order of their seniority until the following September when the post shall be opened for bidding in accordance with Section A above.

Two-hour lunch posts are posted for bidding each year in accordance with Section A. Guards awarded posts by this process shall remain assigned to such posts

as long as they remain open or until the October Guards meeting. At that time, only the Guards who requested a two hour post at the pre-school year meeting, who have greater seniority and who were assigned posts which have been closed shall have the right to be assigned to the post held by the guard with the least seniority and be posted on a lunch substitute list.

Section C.

Any four-hour post which becomes temporarily vacated after five (5) working days due to the absence of the Crossing Guard normally assigned to such post, shall be awarded to a substitute guard having the most seniority until the original guard returns, providing that the substitute guard having the most seniority is not already assigned to another post on the basis of the first paragraph of this Section.

In cases where a substitute guard is assigned to a vacant four-hour post, said guard may be subjected to reassignment to another vacant post, if factors and conditions warrant such reassignment and/or the original assigned post guard returns to duty.

Section D.

A lunch post which becomes available after two (2) full working days due to the absence of the Crossing Guard normally assigned to said post, shall be awarded to a Crossing Guard having the most seniority until the original guard returns.

Section E.

Whenever there is a lack of work or a lack of funds requiring a reduction in the number of School Crossing Guards, the employees shall be laid off in the inverse order

of their length of service. No new employee shall be hired on a regular basis until such time as all employees on lay off have been given the opportunity to return to work. The Association and the employees so affected shall be given a minimum of fourteen (14) calendar days notice or the affected employee shall be given ten (10) working days pay in lieu of notice.

Section F.

In those instances where employees have equal seniority, the order in which they bid in accordance with this Section shall be determined by lot.

ARTICLE X

LEAVE OF ABSENCE

Section A.

Written requests for an unpaid leave of absence for School Crossing Guards must be initiated by the employee, favorably endorsed by the head of the Division of Traffic Safety, and approved by the Business Administrator before becoming effective. An unpaid leave of absence, whether for personal or medical reasons, shall be granted for no longer than a period of one (1) year. No unpaid leave of absence will be granted during the 183 calendar days of school for any reason other than a medical leave, without the written approval of the Business Administrator. A doctor's certificate will be required before any consideration of the request can be given.

Section B.

An unpaid leave of absence of six (6) months or less, shall in no way affect the seniority of the employee. When an unpaid leave of absence exceeds six (6) months, the time in excess of six (6) months shall not be included in seniority accrual.

Section C.

While on an unpaid leave of absence, all sick leave, personal leave, and inclement weather days are frozen. No further days are accumulated. No accumulated days may be used. Upon return to work following an authorized unpaid leave of absence, the employee shall be granted a pro-rated number of sick days, personal days, and inclement weather days based upon the number of months worked in that calendar year.

Section D.

While on an unpaid leave of absence, an employee shall not be granted a clothing allowance. Upon return to work, the employee shall be granted a pro-rated portion of the clothing allowance based upon the number of months worked in that calendar year.

Section E.

Upon return to work after an unpaid leave of absence for medical reasons, the employee is required to provide certification from his/her physician that the employee is able to return to work and to perform the job duties requisite to the position of the School Crossing Guard. The Township reserves the right to require that the employee submit to a physical examination by a physician to be chosen by the Public Health Nurse or other Township official.

ARTICLE XI
DEATH IN FAMILIES

Section A.

In the event of a death in the employee's immediate family, the employee will be entitled to four (4) working days off with pay. It is understood that this bereavement leave is to coincide with the date of the funeral.

Section B.

The definition of immediate family includes the employee's spouse, child, parent, brother, sister, great-grandparent, grandparent, grandchild, son-in-law, daughter-in-law and the brother, sister, parent, and grandparent of their spouse.

Section C.

The employer agrees that upon the death of the employee's or their spouse's aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, step-parent, or step-grandparent, the employee will be granted one (1) day off with pay.

In addition, up to three (3) additional days of earned, but unused, leave (personal or sick leave) may be used upon the death of the employee's step-parent or step-grandparent. The use of such leave for this purpose shall not be denied.

ARTICLE XII
MANAGEMENT RIGHTS

Section A.

The employer retains the right to manage and control its facilities and, in addition, retains the right to hire, promote, transfer, discipline, or discharge employees for just cause.

Section B.

Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State law, and all the rights enumerated in this Agreement.

Section C.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by their terms of this Agreement.

ARTICLE XIII

STATEMENT OF POLICY AGAINST DISCRIMINATION

The Employer and Association both agree that they shall not discriminate against any employee because of race, religion, color, sex, marital status, military service, national origin, political affiliation, age, physical or mental disablement (except where age, physical or mental disablement constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or inactivity.

ARTICLE XIV

SAVING CLAUSE

Should any part of provision herein contained by rendered or disclosed invalid by reason of any existing or subsequently enacted Federal or State legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE XV

DURATION OF AGREEMENT

Section A.

The parties do hereby agree that they shall commence negotiations for an agreement for the year 2006 on or before September 15, 2005, unless change of date is mutually agreed upon.

This agreement shall be for the period of January 1, 2003 through December 31, 2005.

ARTICLE XVI

**CONTINUATION OF BENEFITS NOT COVERED
BY THE AGREEMENT**

All benefits, terms, and conditions of employment presently enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued.

This Article shall not be construed to apply to anything included in the rules and regulations and the standard operating procedures of the Department of Public Safety, which cannot knowingly controvert anything in this Agreement or any rights granted to employees by applicable law, or rights which are subject to negotiation.

IN WITNESS WHEREOF, the parties thereto have caused these presence to be signed and attested by their duly authorized officers.

TOWNSHIP OF EAST BRUNSWICK

SCHOOL CROSSING GUARDS ASSOCIATION

WILLIAM NEARY, MAYOR

ATTEST:

DATE:

UNITED PUBLIC SERVICE EMPLOYEES UNION
SCHOOL CROSSING GUARDS ASSOCIATION

Kevin E. Boyle, Jr., President

SCHEDULE A

Slacks

Blouse - Short Sleeve

Blouse - Long Sleeve

Orange Raincoat

Boots

Shoes

Winter Hat

Summer Hat

Wool Gloves

White Summer Gloves

Orange Gloves

Vest insulated and uniform

Winter Jacket

Rainhat

Chain

Whistle

Tie

Tie Clip

White Scarf or Hood

Skirt

Jacket