

AGREEMENT

Between

TOWNSHIP OF BRICK
OCEAN COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL UNION NO. 469
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
SCHOOLTRAFFIC GUARDS

January 1, 2016 through December 31, 2018

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PREAMBLE

This AGREEMENT is entered into this 27th day of July, 2016 by and between the TOWNSHIP OF BRICK, in the COUNTY OF OCEAN, New Jersey, a municipal corporation of the State of New Jersey, (herein after called the "Township"), and TEAMSTERS LOCAL UNION NO. 469, an affiliate of the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE I

RECOGNITION

A. The Township recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all school traffic guards employed by the Township, but excluding all clerical, supervisory employees, managerial executives, confidential employees, fire, police, craft and professional employees and all other Township Employees.

B. Whenever titles are used in this AGREEMENT, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Brick Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A and R.S. 11 or any other national, state, county or local

laws or regulation.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Township. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Section E, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The Union on behalf of an aggrieved employee or employees of the Township shall institute actions under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The

supervisor shall render a decision within ten (10) calendar days after receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, the request for a second step meeting shall be made within ten (10) calendar days after the answer is received at the first step. The Township Administrator, or his designee (the name of which shall be furnished to the Union), shall set a meeting within ten (10) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Township Administrator and the Union representative, if requested by the grievant. The Township Administrator's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting.

STEP THREE

If the grievant and or the Union are not satisfied with the results of Step 2, then the Union may bring the grievance to the Public Employment Relations Commission to be resolved according to its rules and regulations. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Submission to arbitration shall be within fifteen (15) days after receipt of the Business Administrator's answer at step two.

D. The Arbitrator, appointed by the New Jersey Public Employment Relations Commission, shall have no authority to add to or subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an Administrative decision or policy, rules, regulations of the appropriate State agency, or State statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement. The cost of the arbitrator will be borne equally by the Union and Township.

E. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred or the Township had been made aware. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Union and its Attorney in an earnest effort to adjust the differences between the parties.

F. DISCIPLINE

1. The Township shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee and a council representative.

2. In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Machinery as set forth herein.

3. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this Agreement.

ARTICLE IV

AGENCY SHOP AND DUES CHECKOFF

A. AGENCY SHOP - REPRESENTATION FEE

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township.

B. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representatives shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority

representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Township.

C. CHALLENGING ASSESSMENT PROCEDURE

1. The Union agrees that it has established a procedure by which a nonmember employee(s) in the unit can challenge the assessment, as in N.J.S.A.34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

1. Thirtieth (30th) day following the notice of the amount of the fair share fee;
2. Satisfactory completion of a probationary period;
3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

E. PAYMENT OF FEE

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. UNION RESPONSIBILITY

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees

affected upon request to answer any questions pertaining to this provision.

G. MISCELLANEOUS

The Union shall indemnify, defend and save the Township 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 Township in reliance upon fair share information furnished by the Union or its representatives.

H. DUES CHECKOFF

1. Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union at regular intervals.

2. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

3. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying information regarding the dues to be deducted.

I. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

J. DRIVE

The Township agrees to deduct from the pay of all employees covered by this Agreement upon

written authorization from the employee, a voluntary contribution to DRIVE. No deductions shall be made if prohibited by law. The employee shall notify the Township of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a week in which the employee earned a wage. The deductions shall be made weekly, and shall be forwarded to the International Union monthly to an address provided by the Union.

ARTICLE V

WAGES

A. The hourly wage rate will be as follows:

1. Effective January 1, 2016 the hourly rate for School Traffic Guards shall be \$19.72 per hour, which represents an increase of 3.0% over the year 2015 base salaries.

2. Effective January 1, 2017 the hourly rate for School Traffic Guards shall be \$20.31 per hour, which represents an increase of 3.0% over the year 2016 base salaries.

3. Effective January 1, 2018 the hourly rate for School Traffic Guards shall be \$20.92 per hour, which represents an increase of 3.0% over the year 2017 base salaries.

B. The starting salary for all new employees shall be \$.50 per hour less than the hourly rate stated above for the appropriate year. Their salary will increase on their anniversary date in the next year.

ARTICLE VI

UNIFORM ALLOWANCE

A. A uniform allowance of four hundred and seventy-five dollars (\$475.00) will be paid in September of each year to employees covered under this Agreement who are in the employ of the Township as of January 1, 2016. The uniform allowance herein described shall be increased by \$25.00 in 2018.

B. New employees hired, will receive an initial uniform valued at five hundred and twenty-

five dollars (\$525.00) at the commencement of their employment. Thereafter, employees will receive the same clothing allowance as all other guards.

C. New employees shall receive one green winter coat. The Township will replace all employees' green winter coat every three (3) years.

ARTICLE VII

JOB STEWARDS

A. The Township recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The collection of dues when authorized by appropriate local action provided such collection does not occur on Township time nor interfere with Township business.

3. The transmission of such messages and information which shall originate with and are authorized by the local Union or its offices provided such messages and information:

a. have been reduced to writing, or

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or other interference with the Township business.

B. The Union shall notify the Township in writing of the names of its designated job stewards and alternates.

ARTICLE VIII

SENIORITY

A. Seniority shall mean the length of continuous service with the employer.

B. In the event of layoff or recall seniority shall prevail, unless discharged for cause. It shall be the Township's policy to make assignments to posts based upon an employee's ability, fitness and

seniority. It is the Township's intention to fill vacancies with the Department from among substitute guards, providing such guards are available and possess the necessary qualifications and ability to fill the vacancy. Any dispute under this section shall be subject to the grievance machinery.

C. Posts shall be chosen according to seniority. Management reserves the right to make alternate assignments in the interest of public safety.

ARTICLE IX

MAINTENANCE OF OPERATION

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstance to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of

the employment of such employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE X

MISCELLANEOUS

The Union and its representatives may utilize available municipal buildings at reasonable hours for meetings provided; however, approval has been requested, in writing, in advance from the Township. The request to the Township shall indicate the date and time of the proposed meeting and the Township shall respond notifying the Union as to whether or not Township facilities are available for the date and time requested.

ARTICLE XI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XIII

SICK TIME

A. Guards shall be entitled to seven (7) sick days per school year. Unused sick days may accumulate from school year to school year.

B. Substitute Guards are to receive paid sick days on a pro-rata basis. The formula will be "one paid sick day will be earned for each twenty five (25) days worked." This provision is retroactive to January 1, 2004 however the days worked formula will restart with the start of the new school year in September 2004 and will restart each school year thereafter.

C. Traffic Guards vested in and retiring from the pension system shall be entitled to payment for accrued and unused sick time not to exceed \$2,750.

ARTICLE XIV

BEREAVEMENT

A. In case of death in the immediate family as herein defined, an employee shall be granted three (3) days off with pay. Payment shall be made for only such of the three (3) days as are working days. Immediate family is hereby defined as mother, father, husband, wife, child, mother-in-law, father-in-law, brothers, sisters, brothers and sisters-in-law, grandparents and grandchildren.

B. Additional time for bereavement leave may be granted with the approval of the Township Administrator.

C. Two (2) days funeral leave for Aunt/Uncle. One (1) day funeral leave for Grandfather-in-law and Grandmother-in-law.

ARTICLE XV

SNOW DAYS

In the event the school system declares a snow day(s) or in the event the school system declares an early school closing due to an emergency the members of the bargaining unit who are scheduled to work shall receive their normal full day's pay.

ARTICLE XVI

DAILY SALARIES

It is acknowledged by both parties to this agreement that the daily salaries for each post have been established over a period of time. It is agreed by both parties that payment shall be made on a per post

basis, based on the following list of all posts:

1. Brick High School - Chambers Bridge Road (2 guards)
 - A. Main Driveway – 4 hour post (1 guard) B. Main Driveway at Telephone Pole – 4 hour post (1 guard)
2. Brick Memorial High School - Lanes Mill Road (5 guards)
 - A. Student and Teacher Driveway – 4 hour post (2 guards)
 - B. Bus Driveway – 4 hour post (1 guard)
 - C. Sally Ike Road – 4 hour post (1 guard)
 - D. AM Only – Front of school parent/student drop-off – 1 hour post (1 guard)
3. Osbornville Elementary School – Drum Point Road (1 guard)
 - A. Driveway – 4 hour post (1 guard)
 - B. AM Only-Parent Parking Lot- 1 hour post (1 guard)
4. Herbertsville Elementary School – Herbertsville Road (2 guards)
 - A. Curb and Bus Driveway – 4 hour post (2 guards)
5. Lanes Mill Elementary School – Lanes Mill Road (2 guards)
 - A. Curb and Middle of Road - 4 hour post (1 guard)
 - B. Bus Driveway- 4 hour post (1 guard)
6. Midstreams Elementary School – Midstreams Road (3 guards)
 - A. Corner of Colonial and Midstreams Road – 4 hour post (1 guard)
 - B. South Driveway on Midstreams Road – 4 hour post (1 guard)
 - C. Parking Lot Post – 4 hour post (1 guard)
7. Warren Wolf Elementary School – Chambers Bridge Road – (2 guards)
 - A. Sprucewood Road – 4 hour post (1 guard)
 - B. Bus Driveway – 4 hour post (1 guard)
8. Emma Havens Elementary School – Drum Point Road – (1 guard)

A. PM Only - Driveway – 1 hour post (1 guard)

9. Drum Point Elementary School – Drum Point Road (1 guard)

A. PM only Driveway – 1 hour post (1 guard)

ARTICLE XVII

MEDICAL BENEFITS

Guards may obtain Township Group Medical Benefits by reimbursing the Township for the costs of the medical benefits.

ARTICLE XVIII

PAID JURY DUTY

The Township of Brick will pay School Traffic Guards that have lost time due to jury duty.

ARTICLE XIX

HOLIDAYS

Teachers Convention, Thanksgiving and Thanksgiving Friday are paid Holidays for regular guards.

ARTICLE XX

PERSONAL DAYS

All Guards are entitled to one (1) paid personal day per year.

ARTICLE XXI

SUMMER WORK

All summer work is voluntary and not part of the employee's work schedule, therefore, the Township agrees that it will not deny or attempt to deny unemployment benefits to School Traffic Guards for the summer break. Any guard that volunteers to work the summer will be paid at the rate established by the Township for temporary seasonal employees and will receive no additional benefits.

The summer work provisions previously negotiated are eliminated. However, those term and conditions earned by the School Traffic Guards during 2015 are still payable by the Township such as any earned but unused vacation time.

ARTICLE XXII

DURATION

This Agreement shall be made in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2018, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives a notice, in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

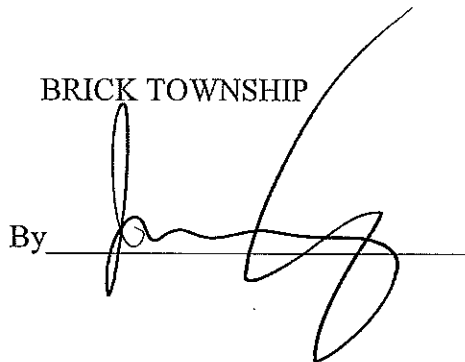
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Brick Township, New Jersey, on this 27th day of July 2016.

TEAMSTERS UNION, LOCAL #469

By 


Fredrick Potter, President

BRICK TOWNSHIP

By 

Mayor John G. Ducey

Attest:


Saul Scipelli

Attest:



LYNNETTE A. IANNARONE
TOWNSHIP CLERK