

AGREEMENT 1981 - 1983

EAST BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION
AND THE
TOWNSHIP OF EAST BRUNSWICK

INDEX

<u>ARTICLE</u>		<u>PAGE NO.</u>
	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	SICK LEAVE	1
ARTICLE III	PERSONAL DAYS	2
ARTICLE IV	INCLEMENT WEATHER	2
ARTICLE V	INSURANCE	2
ARTICLE VI	WAGES	3
ARTICLE VII	MISCELLANEOUS	3
ARTICLE VIII	GRIEVANCE PROCEDURE	4
ARTICLE IX	POST BIDDING	5
ARTICLE X	LEAVE OF ABSENCE	6
ARTICLE XI	DEATH IN FAMILIES	6
ARTICLE XII	MANAGEMENT RIGHTS	7
ARTICLE XIII	STATEMENT OF POLICY ON DISCRIMINATION	7
ARTICLE XIV	SAVING CLAUSE	7
ARTICLE XV	DURATION OF AGREEMENT	7
ARTICLE XVI	CONTINUATION OF BENEFITS NOT COVERED BY THE AGREEMENT	7
SCHEDULE A		9

EAST BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION AGREEMENT

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

It is agreed to as follows:

ARTICLE I - RECOGNITION

Section A. The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hour 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.

Section C. Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day's pay per one full day of sick leave accumulated and not previously used. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a permanent employee to 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. 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.

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. Days granted by this Article shall be paid on a pro-rate basis if the employee's status changes from that of a permanent employee to that of a substitute employee, or if the employee is terminated due to a lack of work.

ARTICLE IV - INCLEMENT WEATHER

Section A. The employee shall be granted and guaranteed four (4) snow days off in each calendar year, payable at the end of a calendar year if unused. If duty is cancelled for snow in excess of four (4) days, the employee shall be paid for all snow 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 permanent employee to that of a substitute employee, or if the employee is terminated due to a lack of work.

Section B. The employee shall be granted payment for any inclement weather if duty is cancelled.

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 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 employees shall have the right to join P.E.R.S. The Township will pursue the right to purchase prior service, by litigation if necessary.

Section C. Hospitalization 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 health insurance coverage for widows or widowers or heads of households as defined by IRS standards, whose basic income is derived from service as a School Crossing Guard and who has no other health insurance coverage.

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

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

Section F. If the Township can obtain membership in the State Disability program for the Association, this Agreement shall be re-opened to provide this benefit.

ARTICLE VI - WAGES

May be opened for negotiations for the calendar year of 1983.

Section A. The employer agrees to compensate the employee as per the following

	<u>Current</u> <u>1980</u>	<u>9%</u> <u>1981</u>	<u>9.5%</u> <u>1982</u>	<u>10.0%</u> <u>1983</u>
First year of service	\$3.80	4.14	4.53	4.98
Second year of service	\$4.02	4.38	4.80	5.28
Third year of service	\$4.55	4.96	5.43	5.97
After 10 yrs of service	\$4.65	5.07	5.55	6.11
After 15 yrs of service	\$ -	5.17	5.66	6.23

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 post.

ARTICLE VII - MISCELLANEOUS

Section A. The Employer will provide reimbursement for clothing in one lump sum for each employee during the indicated year and in the amounts noted:

<u>1981:</u>	<u>\$225.00</u>
<u>1982:</u>	<u>\$250.00</u>
<u>1983:</u>	<u>\$275.00</u>

Section B. The employee accepts full responsibility for their uniforms but agrees to present receipts to the Traffic Safety Office for the expenditure of their clothing allowance. All employees shall receive a uniform reimbursement in the amounts noted in Section A to be paid the first bill list of the Agreement year.

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. By February 1, 1982, all raincoats will have been changed in color from yellow to orange.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" is any dispute between the parties of this Agreement concerning the application, interpretation or violation of this Agreement.
2. An "aggrieved person" is the person or persons making the claim of a grievance or the Association.
3. "School Crossing Guard" is any part-time permanent employee or substitute of the East Brunswick Department of Public Safety, Division of Traffic Safety.
4. "Grievance Representatives" are any member or members of the Association so appointed by the Association.

Section B. Purpose

The purpose of the procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting School Crossing Guards. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

Section C. Grievance

Should dispute or difference arise between the Township and Association, or member of the Association as to the interpretation, application, or operation of any provision of this Agreement or arising from a lack of equality in treatment of employment the parties shall endeavor to settle the matter in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent.

First Step. A meeting shall be held between the aggrieved person, the grievance representative, and the party whose action resulted in the allegation of a grievance. The grievance shall be reduced to writing and presented to the above party at this meeting. A written answer to the grievance shall be returned by the above party to the grievance representative not later than three (3) working days from the date of the meeting.

Second Step. If the grievance is not settled at the first step to the satisfaction of the aggrieved person and the grievance representative, a second step meeting shall be held within ten (10) working days of the receipt of the written answer from the first step. This meeting shall be with the Director of Public Safety and those persons designated by the Association. The written grievance shall be forwarded by the Association along with the written answer from each step. The Director of Public Safety shall reply in writing within three (3) days from the date of the meeting of the second step.

Third Step. If the grievance is not settled to the satisfaction of the aggrieved person and the Association at the second step, a meeting shall be held with the Business Administrator within ten (10) working days of the receipt of the written reply from the second step. The Business Administrator shall, within three (3) working days of the conclusion of the third step meeting, reply in writing to the grievance representative his determination in the matter.

Fourth Step. If the aggrieved member of the Association is not satisfied with the handling or result of the grievance on the third level, he will notify the Business Administrator of the Township within fifteen (15) days, in writing, that he wishes to take the matter to arbitration. Within ten (10) working days after such written notice of submission to arbitration, the Business Administrator of the Township and the Association representative shall attempt to agree upon a mutually acceptable arbitrator to serve. If a mutually acceptable arbitrator cannot be agreed upon within fifteen (15) working days, a request shall be made by the aggrieved party to the New Jersey Arbitration Service for a list of arbitrators. The parties shall then be bound by the rules and procedures of the New Jersey Arbitration Service in the selection of an arbitrator. The arbitrator so selected shall confer with the Association and hold a hearing promptly, and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues had been submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township and to the Association representative, and shall be binding and final on the parties. The costs for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Association.

ARTICLE IX - POST BIDDING

Section A. Four-Hour Posts. All four-hour posts, two hours a.m./two hours p.m. (temporary or permanent) and lunch posts shall be posted for open and public bidding according to seniority at the September meeting of the Traffic Safety Section. 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.

Section B. Post bidding shall occur at a meeting or meetings of all employees by each employee in their order of seniority. 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. A tentative list of posts to be bid shall be made available to employees at least two weeks prior to bidding.

Section C. If a four-hour post and lunch post are 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. All new or vacant (permanent or temporary) four-hour posts shall be offered to substitute employees in the order of their seniority when a permanent employee does not bid on the post.

Section D. 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 one of the following conditions does not exist:

1. that the substitute guard having the most seniority is already assigned to another post on the basis of the first paragraph of this section
2. that the substitute guard having most seniority is capable of handling the post.

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 E. A lunch post which becomes available after five (5) 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 F. 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. 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 G. 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

A leave of absence, without pay, shall be granted for a one-year period of time after request through the head of the Division of Traffic Safety, to the Business Administrator for approval. A leave of absence of six (6) months or less shall in no way affect the seniority of the employee when a leave without pay exceeds six (6) months, the time in excess of six (6) months shall not be included in seniority accrual.

ARTICLE XI - DEATH IN FAMILIES

Section A. The employer agrees that upon a death in the employee's immediate family, the employee will be granted four working days off with pay.

Section B. The definition of immediate family includes the employee's spouse, child, parent, brother, sister, grandparent and the brother, sister, parent, or grandparent of their spouse.

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 the terms of this Agreement.

ARTICLE XIII - STATEMENT OF POLICY ON DISCRIMINATION

Section A. 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 or physical handicaps (except where age or physical handicap 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.

ARTICLE XIV - SAVING CLAUSE

Should any part or provision herein contained be 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. This agreement shall be effective as of January 1, 1981, and shall extend through December 31, 1983.

Section B. The parties do hereby agree that they shall commence negotiations for an Agreement for the year 1984 on or before September 15, 1983, unless change of date is mutually agreed upon. Agreement shall be reached on or before October 31, 1983.

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 on the day and year first written above.

TOWNSHIP OF EAST BRUNSWICK

William F. Fox
Mayor William F. Fox

SCHOOL CROSSING GUARDS ASSOCIATION

Patricia Hayston
Patricia Hayston

ATTEST:

Elizabeth Kiss
Elizabeth Kiss, Clerk

Madeline Yakabowski
Madeline Yakabowski

Dorothy Cook
Dorothy Cook

Marge Schmitt
Marge Schmitt

Janet Hibbits
Janet Hibbits

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

