

3-0189

12-04

14

This Agreement made this 14th day of February, 1974, by and between the Township of East Brunswick, hereinafter referred to as the "Employer" and East Brunswick School Crossing Guard Association, hereinafter referred to as the "Employees."

It is agreed to as follows:

ARTICLE I
RECOGNITION

Section 1. The Employer hereby recognizes the Association 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 2. Included in the negotiating unit shall be all part-time employees holding the title of School Crossing Guard in the Department of Public Safety.

ARTICLE II
SICK LEAVE

Employee will be given ten (10) sick days off per year. 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-half (1/2) days of sick leave for each month of employment. Thereafter, sick leave for the forthcoming year shall accrue and be credited to the Employee on January 1 of each year at the rate of ten (10) days of a year. Sick leave can 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 (1/2) day per full day of sick leave accumulated and not previously used.

ARTICLE III
PERSONAL DAYS

The Employee shall be granted three (3) personal days off in each calendar year, non-cumulative at a time approved in advance by the appointing authority.

ARTICLE IV
SNOW DAYS

The Employee shall be granted and guaranteed three (3) snow days off in each calendar year with pay, non-cumulative.

ARTICLE V
INSURANCE

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 \$5,000.00 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 to the contrary. During 1974, the Employer agrees to pursue the possibility of substituting disability or accident insurance for the current life insurance coverage as stipulated above. This does not constitute a commitment by the Employer to make such substitution.

ARTICLE VI

WAGES

The Employer agrees to compensate the Employee as per the following:

- A. 1st year of service: \$2.50 per hour.
- 2nd year of service: \$2.65 per hour.
- 3rd year of service: \$3.00 per hour.

B. In the event that 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.

ARTICLE VII

MISCELLANEOUS

Section 1. All Employees will be provided one (1) new skirt, two (2) blouses, one (1) new poncho (rain gear), one (1) pair water-proof boots, one (1) winter coat, one (1) hat, one (1) tie, one (1) pair low summer shoes, and one (1) pair black slacks. It is also agreed that the Employee shall have the right to form a committee to assist in the selection of clothing styles. All styles are to be uniform.

Section 2. The Employer agrees to review the classification of the Employees as part-time seasonal employees.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. 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 2. 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 3. 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 IX

SAVING CLAUSE

Section 1. Should any part or any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal 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 portion thereof.

ARTICLE X

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1974 and shall extend through December 31, 1974.

IN WITNESS WHEREOF, the parties thereto have caused these presents to be signed and attested by their duly authorized officers the day and year first above written.

ATTEST:

David Germain
David Germain, Clerk

TOWNSHIP OF EAST BRUNSWICK

Jean Walling
Jean Walling, Mayor

ATTEST:

Marion M. Fenton

SCHOOL CROSSING GUARD ASSOCIATION

BY Melbaed E. Zelenak
President