

THIS BOOK DOES NOT CIRCULATE

3-0189

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EAST BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION

This Agreement made this 23<sup>rd</sup> day of December 1974, by and between the Township of East Brunswick, hereinafter referred to as the "Employer" and East Brunswick School Crossing Guards Association, hereinafter referred to as the "Employee".

LIBRARY  
Institute of Management and Labor Relations

It is agreed to as follows:

APR 21 1975

ARTICLE I - RECOGNITION

RUTGERS UNIVERSITY

Section A. 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 B. Included in the negotiating unit shall be all permanent part-time 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 him to perform all the duties of his position or who is quarantined by a physician because he has 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 serve 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.

Section D. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his 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 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 four (4) snow days off in each calendar year, payable at end of calendar year if unused.

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 \$5,000 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. The employer also agrees to provide an accident policy with disability benefits comparable to the current policy held for the East Brunswick Township Police Reserves.

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

Section D. 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.

ARTICLE VI - WAGES

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

First year of service:	\$2.73 per hour
Second year of service:	\$2.89 per hour
Third year of service:	\$3.27 per hour

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.

Section D. The employer agrees that overtime shall be paid as earned on a bi-weekly basis.



## ARTICLE VII - MISCELLANEOUS

Section A. The township will provide allowance for clothing for each employee as follows:

January 1 to December 31, 1975 - \$125.00

Section B. 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 head of the Division of Traffic Safety.

Section C. The Township agrees to provide new uniforms for new employees.

## 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 on the Association.
3. "School Crossing Guard" is any part-time permanent employee 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 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 representatives 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 representatives of the Township and the representatives of the Association and hold a hearing promptly, and shall issue his decision not later than 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 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

All new or vacant posts shall be posted for bidding according to seniority. Appointments shall be made by the head of the Division of Traffic Safety and he may take into consideration other factors than seniority when arriving at his decision.

#### ARTICLE X - LEAVE OF ABSENCE

A leave of absence, without pay, shall be granted for a one-year period of time upon request to the head of the Division of Traffic Safety. 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 - PAY SCHEDULE

The employee shall be paid on a bi-weekly basis during twelve (12) months of the year. For the purposes of calculating the bi-weekly salary, individuals on a six (6) hour post will be considered to have worked 1098 hours per year; individuals on four (4) hour posts shall be considered to have worked 732 hours per year. Time sheets must be kept as presently and all adjustments in salaries required for the actual number of hours worked by each employee in any year will be made during the month of December.

#### 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 - SAVING CLAUSE

Should any part or 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 XIV - DURATION OF AGREEMENT

Section A. This Agreement shall be effective as of January 1, 1975, and shall extend through December 31, 1975.

Section B. The parties do hereby agree that they shall commence negotiations for an agreement for the year 1976 on or before September 9, 1975, unless change of date is mutually agreed upon. Contract agreement shall be reached on or before October 31, 1975.

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.

TOWNSHIP OF EAST BRUNSWICK

Jean Walling, Mayor

SCHOOL CROSSING GUARDS ASSOCIATION

Catherine Treat  
President

Patricia Hayston

Edwina Cahill

Yvonne W. Smith

ATTEST:

David Gorman





*Belien - Please have Runyon and  
clerk sign, copy to clerk*

TOWNSHIP OF EAST BRUNSWICK, N.J.

MUNICIPAL BUILDING

575 RYDERS LANE . 08816

(201) 254-4600

*(copy to board)  
for our file*

March 17, 1975

John Runyon, Business Administrator  
575 Ryders Lane  
East Brunswick, New Jersey 08816

Re: Contract between East Brunswick Township  
and East Brunswick School Crossing Guards Assoc.

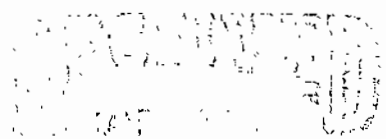
Dear John:

I enclose Amendment to Crossing Guards contract. Please  
have executed.

Very truly yours,

HERTRAM E. BUSCH  
Township Attorney

BEB/jkr  
Enclosure



OFFICE OF ADMINISTRATOR



AMENDMENT TO CONTRACT BETWEEN TOWNSHIP  
OF EAST BRUNSWICK AND EAST BRUNSWICK  
SCHOOL CROSSING GUARDS ASSOCIATION  
DATED DECEMBER 23, 1974

This Agreement made this *14* day of *March*, 1975  
by and between the Township of East Brunswick, hereinafter  
referred to as the "Employer" and East Brunswick School  
Crossing Guards Association, hereinafter referred to as  
the "Employee".

It is agreed as follows:

ARTICLE I -

The contract of December 23, 1974 entered  
into by the Employer and the Employee is hereby modified  
by amendment of Article XI - Pay Schedule of the original  
contract as follows:

"The Employee shall be paid on a bi-weekly  
basis during the course of employment and  
for the period the Employee is actually  
employed. Time sheets must be kept as  
presently and all adjustments in salaries  
required for the actual number of hours  
worked by each employee will be made during  
the course of employment"

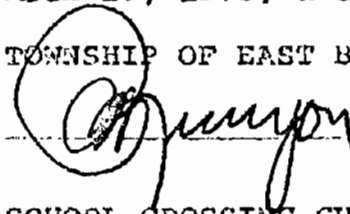
ARTICLE II

Article XI of the original agreement is hereby  
deleted but the remaining portions of the original agreement,  
to the extent that they are not in conflict with this  
amendment, are binding and of full effect.

ARTICLE III

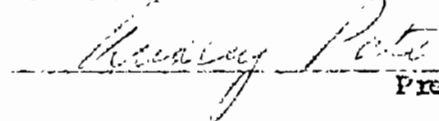
The Employer has authority to make this amend-  
ment in accordance with Resolution 2644 adopted by the East  
Brunswick Township Council on March 10, 1975, a copy of  
which is annexed hereto.

TOWNSHIP OF EAST BRUNSWICK



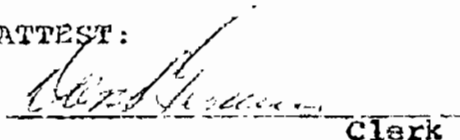
Mayor

SCHOOL CROSSING GUARDS ASSOCIATION



President

ATTEST:

  
Clerk





March 10, 1975

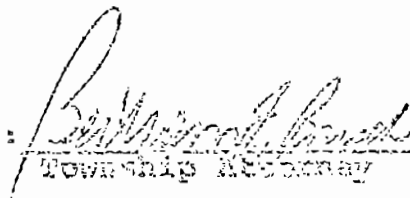
RESOLUTION 2544

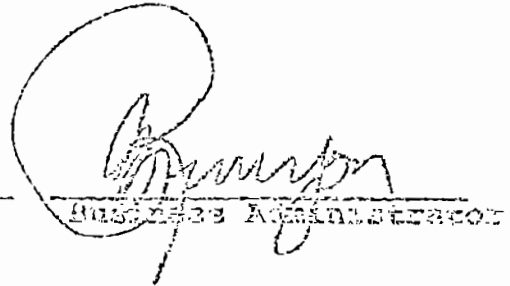
WHEREAS, the Township of East Brunswick and the School Crossing Guards Association entered into a contract dated December 23, 1974 with regard to terms and conditions of employment and Article XI of the contract provided that the employees should be paid on a bi-weekly basis during 12 months of the year, and

WHEREAS, the School Crossing Guards Association and the Township Administration have agreed to modify Article XI of the contract by providing that the employees are to be paid as they work on a bi-weekly basis during the course of their employment,

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of East Brunswick authorizes the Mayor and Clerk to sign a modification of the aforesaid contract which will provide that the employees shall be paid as they work on a bi-weekly basis during the period of their employment and any provisions to the contrary will be deleted from the contract.

CERTIFICATION:

  
Township Accountant

  
Business Administrator

