

AGREEMENT

BETWEEN

THE TOWNSHIP OF LACEY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

DISTRICT COUNCIL 71, LOCAL 3304H-1

Crossing Guards

January 1, 2004 – December 31, 2006

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## **PREAMBLE**

This Agreement entered into by the township of Lacey, hereinafter referred to as the “Employer,; and Local 3304H-1, which is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union,;” has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment of the Crossing Guard Employees. The effective date of this contract shall be the date when approved by the Township of Lacey and the Union.

## ARTICLE I – RECOGNITION

Section I: The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed below. This recognition,, however, shall not be interpreted as having an effect on, or in any way abrogating, the rights of employees as established by Chapter 124, P.L. 1974.

### APPENDAGE

#### JOB CLASSIFICATIONS

Crossing Guards

## ARTICLE II – CHECK OFF

**Section 1:** The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made, by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions were made.

The revocation of this authorization shall be in accordance with the provision of applicable statutes as presently existing, or as may be amended. Drop dates shall be effective as of July 1 of each year in accordance with statute.

**Section 2:** Any employee in the bargaining unit on the effective date of this Agreement, who does not join the union within thirty (30) days thereafter; any new employee who does not join within thirty (30) days of initial employment within the union; or any employee shall as a condition of employment, pay a representation fee to the Union, by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union's membership dues, fees, and assessments as certified to the employer by the union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

### **ARTICLE III – WORK SCHEDULES**

**Section 1:** The regularly scheduled workweek for the Crossing Guards shall consist:

A) of five (5) consecutive days, exclusive of lunch, Monday through Friday, 6:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

B) The hours of work shall be fixed from time to time by the Chief of Police. The hours of work will vary, depending upon the season and the work to be performed. The Township of Lacey reserves the right to schedule such hours, which shall be posted from time to time on an appropriate bulletin board for all employees.

**Section 2:** Changes of the work shift which shall be reserved to the Township of Lacey for determination shall be posted from time to time on the appropriate bulletin board in order that all personnel will be personally familiar with the same. It shall be the responsibility of all personnel to familiarize themselves with the schedules as set forth on such bulletin board.

**Section 3:** The Township will not unreasonably vary the workday hours.

## **ARTICLE IV – CALL-IN TIME AND ON-CALL TIME**

### **Section 1:**

A. Any employee who is called in shall receive one hour' pay guaranteed, regardless to how many minutes an employee works.

## **ARTICLE V – SENIORITY**

**Section 1:** Seniority is an employee's total length of service with the Employer, beginning with his original date of hire. An employee having broken service with the Employer gives up all seniority. An employee having broken with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

## **ARTICLE VI – RATES OF PAY**

**Section 1:** Paychecks shall be given at the end of each two-week period in accordance with present Township ordinances.

## **ARTICLE VII – PERSONAL TIME**

**Section 1:** All Employees working over twenty hours per week will receive three (3) personal days per year, at 5 hours per day or actual hours worked per day.

**Section 2:** Request for personal time must be made 24 hours in advance to the Department Head except in an emergency situation.

## **ARTICLE VIII – WORKER'S COMPENSATION**

**Section 1:** When an employee is injured on duty, he is to receive worker's compensation to him and his salary, during the period of temporary disability only, not exceed one (1) year.

## ARTICLE IX – LEAVES OF ABSENCE

### **Section 1:** Death in the Immediate Family

#### ALL TEN-MONTH EMPLOYEES

Three days with pay shall be granted for death in the immediate family, consisting of, mother, father or parental guardian, brother, sister, spouse, children of employee, mother-in-law, father-in-law. One day shall be granted for brother-in-law or sister-in-law, spouse's brother, sister or grandchild, grandmother, grandfather.

### **Section 2:** Jury Duty – Leave of Absence

- a. Employee summoned to serve jury duty shall be paid their regular rate of pay by the Township of Lacey. Any compensation received by the employee as a juror, except for meal and travel expenses, shall be refunded to the employer. When an employee submits proof of the necessity of Jury service or appearance as a witness pursuant to a subpoena or other order of a court or body, the employee shall be granted a leave of absence with pay with no charge against leave credits.
- b. Employees who serve on a jury or are subpoenaed as witnesses in civil or criminal cases not involving them in their capacity as Township of Lacey employees may be granted a paid leave of absence for the time in which they are officially involved with the court in that capacity.
- c. Employees summoned as jurors or subpoenaed as witnesses must submit a copy of the form to their department head, indicating the anticipated date of return.

## ARTICLE X – WAGES

**Section 1:** Wages for this contract period shall be:

<u>2004</u>	<u>2005</u>	<u>2006</u>
3.5%	3.5%	3.5%

Wage increase for 2004 will be retroactive to January 1, 2004. Employees will receive all retroactive monies due them in a separate check.

**Section 2:** The starting salary for all newly hired employees after the signing of this agreement will be \$ 8.19. Employees will receive raise increases in accordance with the schedule set above.

## ARTICLE XI – PENSIONS AND RETIREMENT

**Section 1:** The employer shall continue to make contributions as provided for the Pension and Retirement benefits to Employees covered by this Agreement under P.E.R.S. pursuant to the provisions of the statutes of the State of New Jersey.

## ARTICLE XII – LAYOFF

**Section 1:** In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, in classification.

## ARTICLE XIII – UNIFORMS AND CLOTHING

**Section 1:** All employees shall be supplied with uniforms each year at the Township's expense as follows:

1. Vest and 18 inch signs will be supplied by the employer yearly as needed at the August Crossing Guard meeting.
2. All over 20-hour crossing guards shall receive \$300.00 per year clothing allowance.
3. All sub-crossing guards shall receive \$150.00 per year clothing allowance.
4. Clothing checks will be given on or about the third week of June of each year.

**Section 2:** For employees working the summer months at the employee's expense

- 2 ea. White Township collar shirts
  - 1 pr. Navy blue knee length shorts/skirts
  - 1 ea. White sun visor
- Employee will have option of wearing white sneakers

## **ARTICLE XIV – GRIEVANCE PROCEDURES**

### A.

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Any matter which is subject to the jurisdiction of the Civil Service Commission or any retirement board established by law shall not be a subject of grievance or arbitration under this Agreement, but rather shall be grieved under the rules and procedures set forth by the respective jurisdictions stated above.

### B.

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific selection or sections of the Agreement involved.
2. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Union representative, in which case the Union may not be present at any stage of this procedure. However, in the event the Union is not present after final determination at Step 3, if such final determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than five (5) employee work days from the date of grievance or within five (5) employee work days after the grievant would reasonably be expected to know of its occurrence.

C. STEP ONE:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) employee work days of presentation, to be considered further, must be filed in writing within five (5) employee work days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Union representative. The Division Commander and the supervisor involved will meet with the Employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division commander and the supervisor and returned to the employee and his representative within five (5) employee work days from its presentation to the Division commander.

STEP TWO

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Chief of Police within five (5) employee work days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the Employee, his representative, the supervisor, Division Commander and representative of the Employer as the Chief of Police may elect, and attempt to resolve the grievance. A written decision will be made

following the meeting by the Chief of Police or his representative and returned to the Employee and Union representative within five (5) employee work days from its appeal to the Chief of Police.

**STEP THREE:**

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Township Administrator within five (5) employee work days of receipt of the decision in Step Two. The Administrator will meet the Employee and/or his Union representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Administrator and returned to the Employee and Union representative within twenty-one (21) employee work days from its appeal to the Administrator.

**STEP FOUR:**

Grievances which have not been settled under the foregoing procedure, may be appealed to arbitration by either party within twenty (20) employee workdays of the date of the Employers decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested. For the purpose of selecting an impartial arbitrator, the parties will meet within ten (10) employee workdays from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a ten (10) employee workday period, the parties or party acting jointly or separately, shall request the New Jersey State Board of Mediation/New Jersey Public Employment Relations Commission to submit a panel of five (5) arbitrators. To select an arbitrator from the panel, the parties shall alternately strike one name, with the last remaining

name becoming the arbitrator. The cost of the arbitrator and the expenses of the hearing, including a court reporter, if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of the Agreement. In formulating his/her decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decision of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

D. Grievances not appealed within the designed time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedures may be appealed to the next step within five (5) employee workdays of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

E. The Union shall notify the employer in writing of the name of the grievance representatives and an alternate within thirty (30) employee workdays after the effective date of this Agreement. Any changes thereto will be forwarded to the employer by the Union as soon as changes are made.

## ARTICLE XV – DISCIPLINE AND DISCHARGE

**Section 1:** There shall be no discipline or discharge except for just cause.

**Section 2:** No form of verbal reprimand shall be expressed to an employee in such manner that would cause an ordinary person embarrassment in front of other employees or the general public.

**Section 3:** Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefor.

**Section 4:** Employees shall have the right to appeal any discipline through the grievance and arbitration procedure. The appeal shall be instituted at a step level of the grievance procedure.

## **ARTICLE XVI – BILL OF RIGHTS**

**Section 1:** To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- C. No employee shall be required by the Employer and/or its agents to submit to an interrogation leading to formal charges unless the employee is afforded the opportunity of Union representation.
- D. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
- E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.

## **ARTICLE XVII – POSTING OF PERMANENT VACANCIES**

**Section 1:** Any vacancies or newly created positions in the Department will be posted prominently for FIFTEEN (15) calendar days. The postings shall include the classification, the salary, a description of the job, and required qualifications and the procedure to be followed by employees interested in applying.

**Section 2:** The Township agrees to give preference to an employee applying for any vacancies or newly created position, provided he has the ability to perform the work involved.

**Section 3:** The employer will also advertise vacancies in the newspaper.

### **ARTICLE XVIII – TRANSFERS**

**Section 1:** All requests for transfers to newly created or vacant positions, all be made by the employee in writing.

**Section 2:** The employer shall notify the employee and the Union within ten (10) working days of the original request for transfer to a vacant position as to the reason for denial of the aforementioned request.

**Section 3:** All transfers and/or requests for transfer shall be made on the basis of any employee's seniority and qualifications.

### **ARTICLE XIX – EQUAL TREATMENT**

**Section 1:** There shall be no coercion, intimidation, or discrimination on the part of either the Employer or the Union or their respective agents, officers or members, against any employee covered by this Agreement for reasons of age, sex, color, religious belief, national origin, union membership or non-membership.

## **ARTICLE XX – SAFETY AND HEALTH**

**Section 1:** The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that reasonable safety rules of the Employer, not inconsistent with federal and state law, shall be complied with by all employees.

## **ARTICLE XXI – STRIKE AND LOCKOUTS**

**Section 1:** In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work.

## **ARTICLE XXII – GENERAL PROVISIONS**

### **Section 1:** Union Bulletin Board

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place or work area in the Police Headquarters building to be utilized by the Union and Safety notices only. The bulletin board shall not be used for any political purposes whatsoever.

### **Section 2:** Union Activities on Employer's Time and Premises

The Employer agrees that (not during working hours), on the Employer's premises, a union representative shall be allowed to:

- a. Post Union notices;
- b. Transmit communications authorized by the Local Union or its officers, to Employer of his representative, both written and oral.

**Section 3:** Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, Country and Municipal Employees, both Local and District, or International, shall have the right to visit the premises during working hours so long as such visit shall not interfere with employee duties.

**ARTICLE XXII – LEGAL AID**

**Section 1:** The employer will provide all necessary legal aid and liability insurance to all personnel covered by this Agreement in the performance of their duties.

**ARTICLE XXIV – SICK LEAVE WITH PAY**

**Section 1:** Employees covered by this Contract shall be entitled to the following sick leave with pay after 90 day employment: ALL EMPLOYEES will receive 5 days per year at 5 hours per day or actual hours worked per day.

- A. Sick leave for purposes herein described is defined to mean of any employee from duty because of personal illness, which prevent his performing the usual duties of his position.

## **ARTICLE XXV – VACATIONS**

**Section 1:** Employees covered under the terms of this Agreement shall be entitled to the following annual vacation with pay.

- a. After completion of 3-month service all employees will be entitled to 3 days per year vacation time, at 5 hours per day or actual hours worked per day.
- b. Vacations for the current year may be accumulated not to exceed one-week vacation and may be taken in the following year. Any such requests for any accumulation shall be presented to the Department, not later than January 1 of the then current year. Such approvals regarding accumulation of up to one week of the current year's vacation shall not be unreasonably withheld by the Department.

## **ARTICLE XXVI – DUPLICATION OF AGREEMENT**

**Section 1:** The Union shall be responsible for reproducing this agreement and will furnish fifteen (15) copies to the Union membership for distribution to employees and officials of the Union.

**ARTICLE XXVII – TERMINATION**

**Section 1:** This Agreement shall be effective and remain in full force and effect from date of signing through December 31, 2006. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the next succeeding paragraph.

**Section 2:** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

**IN WITNESS WHEREOF, the undersigned set their respective hands this 30<sup>th</sup> day of June, 2004.**

**Attest:**

          /s/ Veronica Laureigh          

**TOWNSHIP OF LACEY**

          /s/ John C. Parker            
**Mayor**

**Attest:**

**American Federation of State, County  
And Municipal Employees, AFL-CIO  
District Council 71, Local 3304H**

          /s/ Susan Owen            
**Staff Representative**

          /s/ Mary Ellen Smith            
**Local Chapter Chairperson**