

994

AGREEMENT 1992 - 1993

**EAST BRUNSWICK
SCHOOL CROSSING GUARDS ASSOCIATION**

AND THE

TOWNSHIP OF EAST BRUNSWICK



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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.

Those employees who are scheduled to work at least 20 hours a week during July and August will be credited with an additional day a month.

Section C. Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service or retirement, excluding discharge for just cause, the employee shall be entitled to pay on the basis on one-half days' pay per one full day of sick leave accumulated and not previously used up to a maximum of \$5,000. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from 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. Employees are required to call in at least one hour prior to the start of their post informing Headquarters that they will be out, except in an emergency. 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.

Section F. Those employees who are regularly scheduled to work at least twenty (20) hours per week in the summer may use accumulated sick time in accordance with Sections D and E above during the summer months.

Section G. If management has any resources available, the employee shall have the right to sell back unused sick days at 50% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of management on or about November 1 of each year.

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. Personal days may be granted in units of full and half days up to four (4) days at a time, subject to approval as indicated above. All personal days with the exception of one must be used by December 1st. Any exception to this agreement must be approved by the head of the Traffic Section. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a regular 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) inclement weather days off in each calendar year, payable at the end of a calendar year if unused. If duty is canceled for inclement weather in excess of four (4) days, the employee shall be paid for all inclement weather 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 regular employee to that of a substitute employee, or if the employee is terminated due to a lack of work.

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 regular employees shall have the right to join P.E.R.S.

Section C. Hospitalization and medical insurance 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 hospitalization, basic medical, surgical and major medical insurance coverage for widows or widowers or heads of households as defined by IRS standards and who have 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 Worker's Compensation.

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

ARTICLE VI - WAGES

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

	<u>1992</u>	<u>1993</u>
1st year of service	8.74	9.18
2nd year of service	9.14	9.60
3rd year of service	9.58	10.06
4th year of service	10.47	10.99
6th year of service	10.79	11.44
11th year of service	11.04	11.71
16th year of service	11.25	11.93
21st year of service	11.47	12.16

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. For purposes of computing years of service, any employee hired prior to January 1, 1989 whose employment commenced between January 1 and October 1 shall be credited with a full year of service. Any employee hired after January 1, 1989, whose employment commenced between January 1 and July 1 shall be credited with a full year of service.

ARTICLE VII - MISCELLANEOUS

Section A. The Employer will provide reimbursement for clothing for each employee during each year in the amount noted:

1992	\$425.00
1993	\$425.00

Section B. The employee accepts full responsibility for their uniforms. All employees shall receive a uniform reimbursement up to the maximum noted in Section A to be paid upon presentation of itemized receipts, and the articles purchased if requested.

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.

Section F. Prior to the beginning of the year, each School Crossing Guard shall be required to submit to a health screening by the Public Health Nurse. The screening shall include:

1. Visual Acuity - Any visual values of 20/50 or above will be checked by a doctor and an attempt made to correct vision to 20/30.
2. Blood Pressure - Any reading over 140/90 will require medical attention.
3. Weight - Since weight plays a major role in blood pressure, weight will be monitored.
4. Auditory acuity will also be closely monitored and a hearing loss of 40 decibels or more shall be required to seek medical attention.

Section G. Seniority shall be defined as an employee's term of continuous service with the Township within their Bargaining Unit. Seniority may not be carried over from one bargaining unit to another.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this Agreement, including Article XII, Management Rights.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect negotiable terms and conditions of employment and are management prerogatives and non-negotiable matters, may not proceed to binding arbitration.

Section B. Procedure

A grievance shall be processed as follows:

A grievance must be presented no later than thirty (30) days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section.

All references to days herein shall mean working days, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

Step 1: The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within ten (10) days of the submission of the grievance.

Step 2: If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. A written response shall be provided by the Business Administrator within ten (10) days of its submission.

Step 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A (2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator

be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

Section C.

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association.

Section D.

If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE IX - POST BIDDING

Section A. All four hour posts--two hours a.m./two hours p.m. (temporary or permanent)--and lunch posts shall be posted once annually for open and public bidding according to seniority at the September meeting of the Traffic Safety Section. A tentative list of posts to be bid shall be made available to employees one week prior to the pre-school meeting in September. 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. The Association may appoint an employee representative to be present as each post is bid upon. 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.

Section B. If a four hour post is 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 with two (2) full working days. All new or vacant (permanent or temporary) four hour posts shall be offered to substitute employees in the order of their seniority until the following September when the post shall be opened for bidding in accordance with Section A above.

Two-hour lunch posts are posted for bidding each year in accordance with Section A. Guards awarded posts by this process shall remain assigned to such posts as long as they remain open or until the October Guards meeting. At that time, those Guards with greater seniority who were assigned to posts which have closed shall have the right to be assigned to the post held by the employee with the least seniority. For the remainder of the school year, if a two hour lunch post is closed, the employee assigned to that post shall have the right to be assigned to the post held by the employee with the least seniority within two (2) full working days.

Section C. 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 the substitute guard having the most seniority is not already assigned to another post on the basis of the first paragraph of this section.

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 D. A lunch post which becomes available after two (2) full 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 E. 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. No new employee shall be hired on a regular basis until such time as all employees on lay off have been given the opportunity to return to work. 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 F. 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

Section A. Written requests for an unpaid leave of absence for school crossing guards must be initiated by the employee, favorably endorsed by the head of the Division of Traffic Safety, and approved by the Business Administrator before becoming effective. An unpaid leave of absence, whether for personal or medical reasons, shall be granted for no longer than a period of one (1) year. No unpaid leave of absence will be granted during the 183 calendar days of school for any reasons other than a medical leave. A doctor's certificate will be required before any consideration of the request can be given.

Section B. An unpaid leave of absence of six (6) months or less, shall in no way affect the seniority of the employee. When an unpaid leave of absence exceeds six (6) months, the time in excess of six (6) months shall not be included in seniority accrual.

Section C. While on an unpaid leave of absence, all sick leave, personal leave, and inclement weather days are frozen. No further days are accumulated. No accumulated days may be used. Upon return to work following an authorized unpaid leave of absence, the employee shall be granted a pro-rated number of sick days, personal days, and inclement weather days based upon the number of months worked in that calendar year.

Section D. While on an unpaid leave of absence, an employee shall not be granted a clothing allowance. Upon return to work, the employee shall be granted a pro-rated portion of the clothing allowance based upon the number of months worked in that calendar year.

Section E. Upon return to work after an unpaid leave of absence for medical reasons, the employee is required to provide certification from his/her physician that the employee is able to return to work and to perform the job duties requisite to the position of school crossing guard. The Township reserves the right to require that the employee submit to a physical examination by a physician to be chosen by the Public Health Nurse or other Township official.

ARTICLE XI - DEATH IN FAMILIES

Section A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted four (4) working days off with pay.

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

Section C. The employer agrees that upon the death of the employee's or their spouse's aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, step-parent, or step-grandparent, the employee will be granted one (1) day off with pay.

In addition, up to three (3) additional days of earned, but unused, leave (personal or sick leave) may be used upon the death of the employee's step-parent or step-grandparent. The use of such leave for this purpose shall not be denied.

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 AGAINST 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 disablement (except where age or physical disablement 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 or inactivity.

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. The duration of the 1989-1991 contract between the School Crossing Guard Association and the Township of East Brunswick is extended through December 31, 1993 with the exception of amendments to Article VI, Section A and Article VII, Section A and Section G.

Section B. The parties do hereby agree that they shall commence negotiations for an agreement for the year 1994 on or before September 15, 1993, unless change of date is mutually agreed upon. Agreement shall be reached on or before October 31, 1993.

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ARTICLE XVI - CONTINUATION OF BENEFITS NOT COVERED
BY THE AGREEMENT

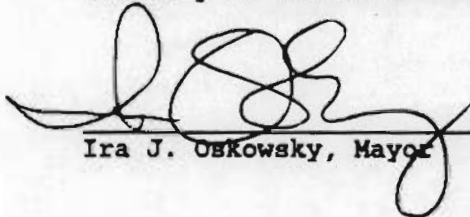
All benefits, terms and conditions of employment presently enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued.

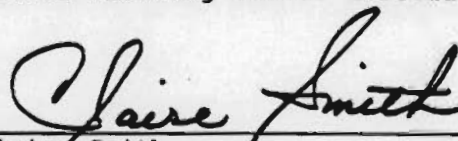
This Article shall not be construed to apply to anything included in the rules and regulations and the standard operating procedures of the Department of Public Safety; which cannot knowingly controvert anything in this agreement or any rights granted to employees by applicable law, or rights which are subject to negotiation.

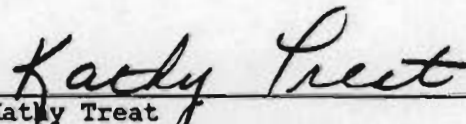
IN WITNESS WHEREOF, the parties thereto have caused these presence to be signed and attested by their duly authorized officers.

Township of East Brunswick

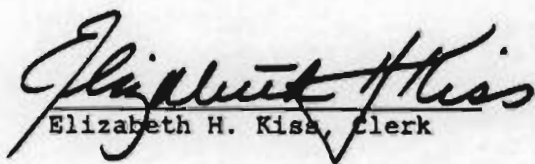
School Crossing Guards Association

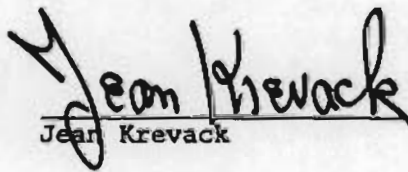

Ira J. Obrowsky, Mayor


Claire Smith
President

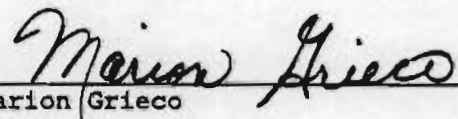

Kathy Treat
Negotiations Chairperson

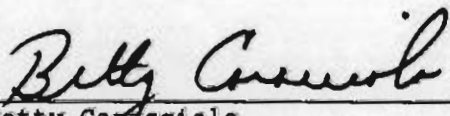
ATTEST:


Elizabeth H. Kiss, Clerk


Jean Krevack

2-11-92
Date


Marion Grieco


Betty Caracciolo

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

Appendix

Table

Table 1 - 1950-1955

Table 2 - 1956-1960

Table 3 - 1961-1965

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Table 1966-1970

Table 1971-1975

Table 1976-1980

Table 1981-1985

Table 1986-1990

Table 1991-1995

Table 1996-2000

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Table

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Table

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Table 2001-2005

Table

Table