

AGREEMENT 1986 - 1988

EAST BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION (10-88)
AND THE
TOWNSHIP OF EAST BRUNSWICK (Employer)

X January 1, 1986 - December 31, 1988

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Current: 6/23/86
Supercedes: 5/16/86
3078C

EAST BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION AGREEMENT

This Agreement made this 22 day of July 1986 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 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-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 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 permanent 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 Workmen's Compensation.

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

ARTICLE VII - MISCELLANEOUS

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

1986	\$300.00
1987	\$310.00
1988	\$320.00

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.

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.

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.

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 permanent 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 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 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 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 or inactivity.

ARTICLE XV - DURATION OF AGREEMENT

Section A. This Agreement shall be effective as of January 1, 1986 and shall extend through December 31, 1988.

Section B. The parties do hereby agree that they shall commence negotiations for an agreement for the year 1989 on or before September 15, 1988, unless change of date is mutually agreed upon. Agreement shall be reached on or before October 31, 1988.

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