

GENERAL AGREEMENT

Between

THE TOWN OF KEARNY

and

KEARNY CIVIL SERVICE COUNCIL #11
CROSSING GUARDS

January 1, 2009 to December 31, 2014

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PREAMBLE

Agreement made as of this 20th day of May 2010, by and between the TOWN OF KEARNY (hereinafter referred to as the “Employer”) and the KEARNY CIVIL SERVICE COUNCIL #11 Crossing Guards (hereinafter referred to as the “Union”).

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment.

WHEREAS, the Union represents the Civil Servants employed by the Town of Kearny as School Crossing Guards; and

WHEREAS, the parties have heretofore entered into agreements covering wages, hours of work and other terms and conditions of employment for periods up to and including December 31, 2008; and

WHEREAS, the parties desire to extend and amend said agreements for the period January 1, 2009 through December 31, 2014; and

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT**

1. Employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, herein for the purposes of collective bargaining and all activities and processes relative thereto.

2. The bargaining unit shall consist of all permanent school crossing guards of the Town of Kearny.

3. The Agreement shall govern all wages, hours and other conditions of employment herein set forth.

4. This Agreement shall be binding upon the parties hereto and their successors.

5. The Union Security procedures will be consistent with and in accordance with Article VI of the CS-11 primary contract.

6. This Agreement shall be effective for the years commencing January 1, 2009 and ending December 31, 2014.

ARTICLE II COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties.

Unless otherwise designated, the Mayor of the Employer, or designee, and the President of the Union, or designee, shall be the respective bargaining agents for the parties.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

3. Employees of the Employer, who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement, will be excused from their work assignments if necessary.

4. Ordinarily not more than five (5) additional representatives of each party shall participate in collective bargaining meetings.

**ARTICLE III
CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME**

1. The Employer shall permit members of the Union Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off duty employees to bring a department to its proper effectiveness.

2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay each for a period of three (3) meetings.

**ARTICLE IV
DISCRIMINATION AND COERCION**

1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership.

2. In accordance with applicable law, the Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment.

3. The Town and the Union agree that there will be no discrimination by the Town or Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and or support of the Union.

4. The term "he" or "she" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

ARTICLE V PAY TREATMENT FOR EXTENDED ILLNESS

1. Employees shall be entitled to sick leave with pay during periods of disability due to illness, injury or recuperation therefrom during the periods as hereinafter set forth.

2. During the first calendar year of service after permanent employment, each employee shall be entitled to one (1) working day of sick leave for each month of service.

3. For each subsequent calendar year of employment, i.e., from January 1st to December 31st of each year, each employee shall be entitled to such accumulated sick leave with pay if and when needed.

4. Unused sick leave shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay if and when needed.

5. In the event of an absence due to injury or illness as a result of or arising from employment, employees shall be entitled to Workers' Compensation benefits at the statutory rate without utilizing accumulates sick leave.

6. The Town agrees to administer payroll deduction for a “Short Term Disability Plan,” the plan will be 100% paid by the employee on a voluntary basis, with no cost whatsoever to the Town of Kearny.

7. Consistent with applicable law, employees on extended sick leave for any reason shall call their supervisor on Monday of each week with a status update on anticipated date for return to work.

ARTICLE VI WAGES

1. Effective 1/1/95, a new pay system was implemented for all employees covered by the Agreement. This system provides for different levels of pay as well as five (5) different steps each year based upon the individual employee’s length of service.

2. Regardless of the actual hire date, all employees will have either a September 1st or a March 1st anniversary date for wage calculation purposes only. In other words, an employee could be employed as few as eight (8) months or as much as fourteen (14) months before moving to the 2nd step on the pay system.

- a. For purposes of wage calculation only, the following schedule shall be followed to calculate an employee’s anniversary date:
 - i. If hired between July 1 and December 31, the employee will have a September 1st, of the year following the year in which they were hired, as their first anniversary date.
 - ii. If hired between January 1 and June 30, the employee will have March 1, of the year following the year in which they were hired, as their first anniversary date.

3. Wage adjustments for the term of this Agreement are set forth by Ordinance, which reflects general wage increases as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
1/1/09	1.5%
1/1/10	1.5%
1/1/11	1.5%
1/1/12	1.5%
1/1/13	3.25% Subject to review and re-negotiation based upon the impact of any reduction in the tax levy cap and as may be required by law.
1/1/14	3.25% Subject to review and re-negotiation based upon the impact of any reduction in the tax levy cap and as may be required by law.

4. The Town shall continue to pay employees covered hereunder on a biweekly basis.

ARTICLE VII HOURS OF WORK

1. Except as modified by other pertinent provisions of this contract, the hours of work shall be five (5) hours per day or twenty-five (25) hours/week.

2. Before any change in the above schedules is put into effect, Employer agrees to furnish the employee with at least twelve (12) hours written notice, except where emergent circumstances render such notice impractical.

ARTICLE VIII OVERTIME

The Employer agrees that overtime pay consisting of time and one-half (1 ½) shall be paid to all employees covered by this Agreement for hours worked in excess of the regular work day, as set forth in Article VII and only when such working of overtime is authorized by the appropriate official of the Kearny Police Department.

ARTICLE IX VACATION

1. All permanent and probationary employees covered by this Agreement shall be granted vacation in accordance with the following schedule:
 - A. Newly appointed employees shall receive one (1) working day of vacation for each month of service during the first calendar year of employment, but in no case shall any employee receive more than five (5) days vacation during the first calendar year of employment. If hired on the 1st through the 15th of a month, the new employee earns a vacation day for that month, however, if hired the 16th through the 31st of a month, no vacation day is earned for that month.
 - B. Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive one (1) week vacation at the prevailing rate of pay, which shall be Easter week.
 - C. Beginning with the sixth calendar year of employment, employees shall receive two (2) weeks vacation at the prevailing rate of pay, which shall be Christmas week and Easter week.
 - D. The term calendar year as used herein shall mean that with the exception of newly appointed employees who shall receive vacation days as outlined in clause "A" above, each employee's vacation increment shall become effective on January 1st of the year in which his anniversary date falls.
 - E. When school is open on a day that otherwise would be considered a "vacation day" it will be considered a normal payroll workday and those employees entitled to that "vacation day" who are required to work will

receive that “vacation day” at another time at the discretion of management so that adverse financial impact upon the operation will not be created.

ARTICLE X HOLIDAY

1. Employees shall be entitled to five (5) paid holidays:
 - a. New Years Day
 - b. Martin Luther King Day
 - c. Lincoln’s Birthday
 - d. Washington’s Birthday
 - e. Good Friday

2. Each employee in the unit shall receive an additional holiday as a day off, which shall be the employee’s birthday. Employees may opt to have the birthday as a floating holiday in which case a seventy-two (72) hour notice is required prior to use.

3. Employees must work the day before and the day after a holiday to receive holiday pay unless excused for a pre-approved personal day or for a sick day with a doctor’s note.

4. When school is open on a day that would otherwise be considered a “holiday” it will be considered a normal payroll workday and those employees entitled to that holiday who are required to work will receive that holiday at another time at the discretion of management so that an adverse financial impact upon the operation will not be created.

**ARTICLE XI
HOSPITAL AND MEDICAL LIFE INSURANCE**

1. The Employer agrees to provide, at no cost to the employee, health insurance coverage through the New Jersey State Health Benefits Plan, for all employees and their dependents as defined under the respective policies of insurance as those policies may be amended or modified.

2. The Employer agrees to provide, at no expense to the employees a Five Thousand Dollar (\$5,000.00) Life Insurance Policy for all employees covered by this Agreement.

3. The Dental Plan, with a deductible of \$50.00 and the plan known and described as the 80/20 plan shall be maintained.

4. The Town at its cost shall provide to all employees and their dependents a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town of Kearny subject to a co-payment by the employee, which shall be consistent with the co-pay provided under the terms of the State Health Benefits Plan.

5. The Town further agrees to provide, at no cost, to all qualified retired employees under State statute who have been prior to their retirement, employees covered by this Agreement, a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town subject to a co-payment by retired employees, which shall be consistent with the co-pays provided under the State Health Benefits Plan.

5. a. The Town will reimburse directly to the retired employee any co-payment in excess of the co-pays provided under the terms of the State Health Benefits Plan for active employees.

6. The Town of Kearny shall have the right to substitute all current health plans with a new plan, selected by the Town of Kearny, provided the coverage is equivalent to that currently enjoyed by the Kearny School Crossing Guards, and the same provider/company is used for all Town employees. In other words, the Town cannot change just the Crossing Guards without simultaneously changing all other employees working for the Town.

ARTICLE XII PENSION

1. The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

2. Each employee shall be entitled, upon his/her death or his/her retirement from employment with the Town of Kearny to payment for unused accumulated sick leave, up to a maximum of forty-five (45) days at the rate of pay in effect as those days were accumulated (as defined in the example set forth below).

EXAMPLE:

1979 – accumulated five (5) days @\$10.00 per day = \$50.00

1981 – accumulated five (5) days @\$15.00 per day = \$75.00

Payment for accumulated sick time upon retirement would be equal to calculated amounts earned each year. In the above EXAMPLE, payment would add up to:

\$ 50.00
\$ 75.00
\$125.00 payment in full

**ARTICLE XIII
DISCHARGE OR SUSPENSION**

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration."

**ARTICLE XIV
GRIEVANCE PROCEDURE**

The grievance procedure will be consistent with and in accordance with Article XX of the CS 11 primary contract.

**ARTICLE XV
ARBITRATION**

The arbitration procedures will be consistent with and in accordance with Article XXI of the CS 11 primary contract.

**ARTICLE XVI
LONGEVITY**

1. Permanent employees (including substitutes on the list who thereafter become permanent employees) employed by the Town prior to June 1, 2006 shall be paid

in addition to the rates of pay set forth herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

Years of Service	Percent of Salary
5 to 9	2%
10 to 14	4%
15 to 19	6%
20 to 24	8%
25 and over	10%

For all permanent employees hired on or after June 1, 2006 (excluding substitutes on the list prior to June 1, 2006 who thereafter become permanent employees), longevity payments shall be made in accordance with the following schedule:

Years of Service	Percent of Salary
11-15	3%
16-25	6%
25 and over	10%

2. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls. Longevity is calculated as a percentage of the hourly rate and will be paid with the regular paychecks only for hours worked or paid for.

ARTICLE XVII MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government so as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this Agreement, is vested in and retained by the Employer, exclusively.

**ARTICLE XVIII
UNIFORM ALLOWANCE**

1. A clothing allowance is the amount of \$375.00 per year shall be paid to each employee covered by this Agreement. This benefit shall be paid in one lump sum, each year, no later than December 15th.

**ARTICLE XIX
PERSONAL DAYS**

1. All employees covered by this Agreement shall be entitled to three (3) days off as personal days off for personal business.

2. Such personal days shall be non-cumulative from year to year and must be taken within each calendar year. The choice of days shall be subject to the approval of the department head, but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given, where possible, at least three (3) days in advance of the commencement of the workday or days sought as personal business days. If such three (3) day notice cannot be given, maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

3. No personal days shall be taken immediately before or after a weekend except as approved by the Police Chief.

**ARTICLE XX
DEATH IN THE FAMILY**

Employer agrees that all employees covered by this Agreement shall be permitted bereavement leave, with pay, not to exceed three (3) working days, beginning on the first day following the date of death of spouse, children, brother, sister, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of employee or any member of employee's household. It is further understood and agreed by the Employer and the Union that this clause shall not be applicable during periods of vacation or holidays.

**ARTICLE XXI
LEAVES OF ABSENCE**

The Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion but such grant of leave shall not be discriminatorily, unreasonably or unjustifiably refused or denied.

**ARTICLE XXII
JURY DUTY**

In the event an employee covered under this Agreement is called to jury duty by Court, the Employer shall pay said employee his/her full, regular base weekly wage for the entire period of the jury duty without deduction for juror's compensation.


**ARTICLE XXIII
DURATION**

1. This Agreement shall be in effect from the 1st day of January 2009 to and including the 31st day of December 2014.

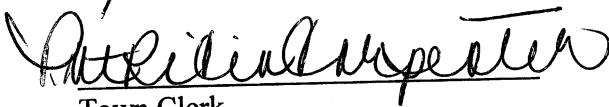
2. The parties agree to commence negotiations for a new collective bargaining agreement no later than October 1, 2014.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of May 20, 2010.

TOWN OF KEARNY

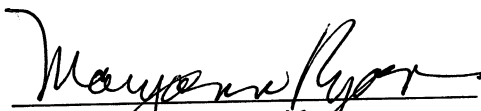


Alberto Santos, Mayor

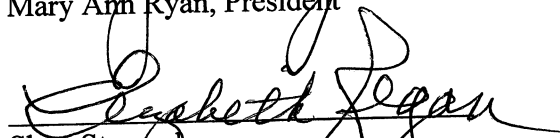


Town Clerk

CS 11 CROSSING GUARDS



Mary Ann Ryan, President



Shop Steward