

State of New Jersey
Township of North Brunswick

The Township of North Brunswick

and

North Brunswick School Crossing Guards Association

Local 108 RWDSU/UFCW

January 1, 2003 through December 31, 2006

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AGREEMENT

THIS AGREEMENT, effective this _____ day of September, 2004 entered into and between the Township of North Brunswick, in the County of Middlesex, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and Public Employee Division Local 108 RWDSU/UFCW, AFL-CIO (hereinafter referred to as the "Union") represents the complete and final understanding of all bargaining issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and each of its Crossing Guard employees.

WHEREAS, the Union has been selected as the Bargaining Agent by the Township employees who serve in the capacity of School Crossing Guards in accordance with Chapter 303 of the Laws of 1968, and said Union has been recognized as such by the Township; and

WHEREAS, the Union has been in negotiations with the Township pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law;

NOW, THEREFORE, subject to Law as herein provided, the parties hereto in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees:

1. RECOGNITION

- a. The Township recognizes the Union as the exclusive bargaining agent for the purposes of collective negotiations for all employees employed by the Township in the position of School Crossing Guard.

2. UNION BUSINESS

- a. The employees covered by this Agreement shall have the right to designate a Chief Shop Steward, as well as two (2) Alternate Shop Stewards. The Township's sole responsibility in the administration of all Union matters shall be with the Chief Shop Steward or Alternate Shop Stewards of the Union. Wherever notice is required to the Union, and/or whenever official dealings with the Union are required, the Chief Shop Steward or Alternate Shop Stewards of the Union shall be the designated representative of the Union for such matters which take place at the work place.
- b. The Chief Shop Steward or Alternate Shop Stewards of the Union shall be given an opportunity to engage in the adjudication of the grievances as provided for under the Grievance Procedure herein with the Township Representatives.
- c. The Union shall notify the Township immediately following the selection or replacement of its Chief Shop Steward or Alternate Shop Stewards of the Union.
- d. The Union shall have the right to designate such members of the Union as it deems necessary as Union Representatives and they shall not be discriminated against due to their legitimate Union activities.
- e. An officer or duly accredited representative of the Union may be permitted to visit with Union members for the purpose of observing working conditions or assisting in the adjudication of grievances. Such visitation shall not interfere with the business of the Township or with the duties of its employees.

3. DUES CHECK-OFF

- a. The Township agrees to deduct dues exclusively for the Union from the wages of its employees covered by this Agreement pursuant to N.J.S.A. 52:14-15.9e, as amended, provided that, at the time of such deduction, there is in the possession of the Township a current written assignment, individually and voluntarily executed by the Employee. The Union is responsible for securing the signatures of its members on the necessary "check off authorization" cards and for delivering the signed cards to the Township.
- b. The Union shall advise the Township of the fixed and standard dues of its members. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Union shall furnish to the Township written notice ninety (90) days prior to the effective date of such change.
- c. Payroll deductions of union dues pursuant to a properly executed authorization card shall become effective within thirty (30) days from the time the card is signed by the employee, and shall be deducted and paid to the Union each month.
- d. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative. The representation fee to be paid by non-members will be equal to 85% of that amount.
- e. The Union shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation hereunder. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction.

4. BULLETIN BOARD

- a. Space Availability. The Township shall designate one bulletin board or portion thereof to be located in a non-public area of the Township Municipal Building for the use of the Union to post announcements.
- b. Authorization. All notices are to be signed by the Chief Shop Steward or Alternate Shop Stewards of the Union prior to being posted on the bulletin board and there shall be no posting of any notices other than as described in Paragraph C below.
- c. Material. The Union may use the bulletin board to post only the following announcements:
 - i. Notice of Union recreation or social affairs.
 - ii. Notice of Union elections and results of such elections.
 - iii. Notice of Union meetings.
 - iv. Notice of Union appointments.
 - v. Union minutes of general meetings.
 - vi. Bona fide Union business.

5. MANAGEMENT RIGHTS

- a. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

6. HOURS OF WORK

- a. Employees shall be paid for a minimum of three hours per day at regular hourly rates.
- b. Effective upon the date this Agreement is executed, any covered member who performs clerical duty shall receive a minimum of 2 hours pay at 1.5 times the hourly rate of pay.
- c. When covered employees are assigned to work on Saturdays, Sundays, or Holidays, they shall be compensated for a minimum of three (3) hours work at their regular hourly rates.

- d. It is agreed that all employees shall be paid a minimum of one (1) hours salary for any shift change during the course of a work day scheduled or unscheduled, to include delayed opening and early dismissal.

7. SCHOOL CLOSING

- a. All scheduled employees shall be entitled to one day's pay when the school is closed for any reason (such as snow, bomb scare, etc.) where it had previously been scheduled as a regular school day. This article is specifically intended to exclude payment to the employees for scheduled holidays such as Christmas and Easter vacation.

8. SENIORITY

- a. Seniority is defined as the length of an employee's continuous service with Township. Union members shall be permitted to bid for vacant posts based upon seniority, and the Township agrees to make assignments in accordance with this procedure, so long as all other qualifications are equal.

9. SUBSTITUTE GUARDS

- a. All substitute guards shall be furnished by the Employer with a hat, whistle, set of badges and rain gear. If and when a substitute guard finally becomes a permanent guard, said guard shall be provided with a full uniform. Note, however, that upon becoming a permanent guard and receiving a full uniform, said guard shall not be entitled to the clothing allowance in the first year said substitute guard becomes a permanent guard. It is the intention that all permanent guards, upon appointment, shall initially receive a full uniform.
- b. The newly hired employees shall be permitted to select their assignments on the basis of their substitute seniority. This shall not mean that such seniority shall otherwise determine their level of benefits as permanent employee since they shall be placed on the bottom of the seniority list.

- c. If the Township shall, in hiring new permanent guards, exhaust the substitute list or if such substitutes shall refuse the permanent position, then the Township shall have the right to hire from outside the group of substitutes.

10. CHANGES IN SCHEDULES AND CONDITIONS

- a. It is agreed that all reasonable notice will be given by the Township to the Union for changes in working schedules and conditions.

11. WAGES

- a. 3% - 01/01/2003, paid retroactive for all current employees
- b. 3% - 01/01/2004, paid retroactive for all current employees
- c. 3.25% - 01/01/2005
- d. 3% - 01/01/2006

12. LONGEVITY

- a. Longevity payments shall be made based on the following schedule:
 - i. 5 years of continuous service \$ 50.00
 - ii. 10 years of continuous service \$100.00
 - iii. 15 years of continuous service \$150.00
 - iv. 20 years of continuous service \$200.00
 - v. 25 years of continuous service \$250.00
 - vi. 30 years of continuous service \$300.00
 - vii. 35 years of continuous service \$350.00

13. UNIFORM ALLOWANCE

- a. In addition to wages, all permanent crossing guards shall receive an annual clothing allowance of \$175.00 Effective 1/1/2004 and annually thereafter for the term of this Agreement, the clothing allowance shall increase to the sum of \$275.00, and be payable as of April 1st of each year, as clothing allowance for uniform replacement.

14. INSURANCE

- a. Insurance coverage and indemnification of employees shall be provided consistent with the Township Code. The Employer assures employees that they shall be covered by insurance for their actions in the performance of their duties and that said insurance shall provide for legal representation in the event of a suit arising as a result of the employee's action in the performance of her duties.

15. SICK LEAVE AND HOLIDAYS

- a. Any permanent Crossing Guard shall be entitled to ten (10) paid sick leave days per annum. Effective 30 days after execution of this Agreement, payment for unused sick time shall be at \$10 per day at retirement.
- b. There shall be a minimum of thirteen (13) paid holidays per annum, as set forth below:
 1. Columbus Day
 2. Election Day
 3. Veteran's Day
 4. Thanksgiving Day
 5. Friday after Thanksgiving
 6. Christmas Day
 7. New Year's Day
 8. Dr. Martin Luther King's Birthday
 9. Washington's Birthday
 10. Good Friday
 11. Memorial Day
 12. Two (2) days for Teachers Convention

16. VACATION

- a. Each permanent Crossing Guard shall have ten (10) paid vacation days annually. As of September 1, 2003, all newly hired permanent employees will receive five (5) vacation leave days per year the first year of employment and an additional five (5) vacation leave days during the second year, for a total of ten (10) vacation leave days.

- b. Employees agree to provide his/her immediate supervisor with prior written notice of vacation leave at least five (5) working days in advance of such leave.

17. MILITARY LEAVE

- a. Military Leave shall be provided in accordance with applicable law.

18. JURY DUTY

- a. Employees called for jury duty as certified by the Clerk of the Court shall be granted leave with straight time pay, less any compensation they may receive for attending required jury duty, for a maximum of ten (10) days per calendar year.
- b. If there is a change in the originally established jury duty leave, the employee must notify the immediate Supervisor to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay.
- c. Jury duty on an unscheduled work day shall not be paid.
- d. The immediate Supervisor must be notified in advance when known, any day that employees are not required to report for jury duty, and employees shall report to work on those days.

19. BEREAVEMENT LEAVE

- a. All employees shall receive up to three (3) days off without loss of pay, calculated in consecutive work days from date of death or date of funeral, in the event of death in the employee's immediate family. "Immediate family" is defined as an employee's father, mother, spouse, children, grandparents, grandchild, sister, brother, father-in-law, mother-in-law, or person residing full-time in the same residence in a qualifying relationship. Employees shall also be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin.

20. MATERNITY SABBATICAL

- a. In the event any member becomes pregnant, she shall have the right to a nine month leave of absence without pay and shall be reinstated upon time of application thereto.

21. HEALTH BENEFITS

- a. Only permanent Crossing Guards hired prior to July 1, 1998 shall be eligible for medical, dental and prescription coverage under the Township's health care plan.
- b. Effective January 1, 2005, for eligible members, the Township shall be responsible to pay any premium cost above \$2,200 for employees with spouse or dependent coverage and any premium cost above \$900 for employees with single coverage for the POS plan only, now provided by Healthnet or any successor provider of substantially the same plan.
- c. Effective January 1, 2005, in addition to the employee contribution outlined in item b above, employees who chose the traditional indemnity plan, now provided by Qualcare, shall also be responsible for any additional premium cost to the Township beyond the premium cost of the POS plan.
- d. Effective 30 days after ratification and execution of an agreement, prescription co-pay by the employee shall increase to \$7.00 for generic drugs, and \$20 for brand name if a generic alternate exists.
- e. Effective January 1, 2005, the Township will contribute \$500.00 for eligible employees with single coverage and \$600.00 for an employee with spouse and/or dependent coverage toward the Township's dental plan cost.
- f. Employee contribution toward medical and dental plan premiums shall be deducted from each pay prorated based upon the annual contribution and the number of projected pays.

22. DISCHARGE AND LAYOFF

- a. In the event of the discharge or layoff of any covered employee, the Township shall follow NJDOP regulations.

23. GRIEVANCE PROCEDURE

- a. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- b. Definition: The term "grievance" as used herein is defined in any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the employee, the Union or the Township. Grievances not arising from an alleged violation of this Agreement (those involving alleged violations of policies or administrative decisions) may not be processed to binding arbitration. The Union business representative shall have the right to participate in all steps of the "grievance procedure" noted below.
- c. Steps of the Grievance Procedure: The following constitutes a sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent of the parties.
 - i. STEP ONE (Conference Meeting): prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor and/or his/her designee that a complaint has been submitted. A "conference meeting" shall be held with the Director/Supervisor or his/her designee and the Union in order to attempt to resolve the matter. Said meeting shall be scheduled by mutual agreement between Director/Supervisor or his/her designee and the Union.
 - ii. STEP TWO: If no resolution is forthcoming as a result of the "conference meeting", the aggrieved employee or the Union shall institute a grievance under the provisions hereof within thirty (30)

working days of the occurrence or event giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and the immediate Director/Supervisor or his/her designee. The Director/Supervisor or his/her designee shall render a decision within five (5) working days working days after his/her receipt of the grievance.

- iii. STEP THREE: In the event the grievance has not been resolved at Step Two, the matter may be submitted to the Township Administrator with ten (10) working days following the receipt of the determination from the immediate Director/Supervisor or his/her designee. The Township Administrator or his/her designee shall review the matter and make a determination within ten (10) working days from his/her receipt of the grievance.
- iv. STEP FOUR: In the event the grievance has not been resolved at Step Three, the Union may, within thirty (30) working days following receipt of the determination from the Township Administrator, request arbitration. The arbitrator shall be chosen in accordance with rules of the New Jersey Public Employment Relations Commission (PERC).
- d. The Arbitrator shall be bound by the provisions of the Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add to, modify, detract from or alter any of the provisions of the Agreement or any amendment or supplement thereto.
- e. The cost for the Arbitrator shall be borne equally between the Township and the Union. Each party shall bear the expense of producing witnesses, testimony or evidence, or any other expense incurred, for its presentation.
- f. The Arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) working days after the conclusion of the arbitration hearing, unless otherwise agreed by the parties.
- g. The decision of the Arbitrator shall be final and binding on the parties.

24. SAVINGS CLAUSE

- a. Any and all rights heretofore contracted for and not specifically covered are reserved herein and will not lapse for failure to make specific reference thereto.

25. NON-DISCRIMINATION

- a. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, gender, national origin, religion, ancestry, age, marital status, physical or mental disability that can be reasonably accommodated without undue hardship, sexual orientation, genetic information, atypical hereditary cellular or blood trait, covered-veteran status or any other protected characteristic under federal, state or local law.

26. GENERAL PROVISIONS

- a. Any and all rights bestowed by the Employer to municipal employees by law which are not expressly set forth in this agreement shall be incorporated herein by reference and insure to the benefit of the members of the Union

27. TERM

- a. This Agreement shall govern the parties for a period of four (4) years commencing January 1, 2003 and terminating December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF NORTH BRUNSWICK

ATTEST:

Lisa Gerhartz
Lisa Gerhartz, Municipal Clerk

By *Francis Womack*
Francis Mac Womack, Mayor

NORTH BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION

Jaybee S. Powell
BIA Local #108 RWDSU
Hellen M. Manis UFCW
For Local #108 RWDSU/FC
Barbra Skerian

Sept. 24, 2004
Sept. 24, 2004