

AGREEMENT

BETWEEN

THE TOWNSHIP OF EDISON

-and-

**OFFICE AND PROFESSIONAL EMPLOYEES,
AFL-CIO, LOCAL 32
(CROSSING GUARDS)**

July 1, 2001 through June 30, 2005

Prepared By:

**Louis N. Rainone, Esq.
DeCotiis, FitzPatrick, Gluck & Cole
Glen Pointe Center West
500 Frank W. Burr Blvd.
Teaneck, NJ 08666**

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ARTICLE I
RECOGNITION

The Township of Edison ("Township") recognizes the OFFICE AND PROFESSIONAL EMPLOYEES, AFL-CIO, LOCAL 32 as the exclusive representative of all Crossing Guards, employed by the Township.

ARTICLE II

MANAGEMENT RIGHTS

A. The Union and the Township agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the Township's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to its patrons.

B. The following subjects are within the managerial rights of the Township and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement.

1. The right to determine the size of the work force.
2. The right to promote, transfer, demote, reassign, and lay off employees.
3. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology; to utilize new equipment; and to control the quality of services.
4. The right to subcontract all work, or any portion of the work, in accordance with the New Jersey Supreme Court decision Local 195 IFPTE v. State, 88 N.J. 393 (1982).

5. The right to determine when and whether to fill job vacancies.
6. The right to evaluate jobs, to establish new positions, modify or combine existing positions, and reassign duties from job to job.
7. The right to select and hire employees from any source.
8. The right to discipline and discharge employees for just cause.
9. The right to create, abolish, and amend work shifts, and to assign employees to work shifts as deemed necessary or appropriate by the Township.
10. The right to determine and establish the regular hours of work for employees, not to exceed forty hours per week; provided, however, the Township retains the right to require employees to work overtime on a regular basis as the Township deems necessary or appropriate.
11. The right to require overtime work and to assign overtime work to such employees as the Township considers qualified for the particular tasks to be performed.
12. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Township.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township. Nothing contained herein shall prohibit the parties from raising a timeliness under this Article.

C. With regard to employee, the term "grievance" as used herein, means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein, means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the 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 in writing:

Step 1: The Union shall institute written action under the provisions hereof within five (5) work days after the event giving rise to the grievance occurred, or when the employee knew or should have reasonably

known that a grievance should be filed, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his/her designated

representative will answer the grievance in writing within ten (10) work days of receipt of the written grievance. Failure to act in writing within said ten (10) work days shall be deemed to constitute an abandonment of the grievance. Failure of the supervisor to respond will be construed as a negative response.

Step 2: If the Union wishes to appeal the immediate supervisor's decision, it shall be presented in writing to the Public Safety Director/Business Administrator within ten (10) working days after the immediate supervisor's response is due. The Public Safety Director/Business Administrator shall respond in writing to the Union President or designated representative within twenty (20)

working days. Failure to respond within twenty (20) days shall be construed as a negative response.

Step 3: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Public Safety Director/Business Administrator is due, by written notice to the Business

Administrator, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days and such decision shall be final and binding on both parties.

A. The following procedure will be used to secure the services of an arbitrator:

1. A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.
2. If they are unable to do so within ten (10) days after the Public Safety Director/Business Administrator was notified of the Union's decision to go to arbitration, a request will be made to the New Jersey Public Employment Relations Commission.
3. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.
4. The Union will notify the Township in writing

of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Such employees so designated by the Union will be permitted to confer with other Union representatives, employees and with Township representatives regarding matters of employee representation during working hours without loss of pay provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be unreasonably denied.

E. Upon prior notice and authorization of the Public Safety Director/Business Administrator, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next

succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE IV

PROBATIONARY PERIOD

A. Township employees shall be considered probationary for their first three (3) months and must serve satisfactorily during the probationary period before becoming permanent. Probationary employees may be terminated at the discretion of the Township at any time during their probationary period, and such termination shall not be subject to the grievance and arbitration procedure contained in the Agreement.

ARTICLE V

SELECTION OF PERSONNEL, PROMOTION AND TRANSFER

A. Selection of personnel and the promotion of personnel shall be based solely on merit as determined by the Township.

The Township reserves the right to create new positions, specify the number of employees in each category, and to determine the duties and responsibilities of any such position in order to meet its needs.

B. The Township reserves the right to make transfers, both voluntary and involuntary, but will base its decisions only after the best interests of the individual and Township has been taken into consideration.

C. The Township will confer with the Union before exercising its rights under this Article.

ARTICLE VI

SICK LEAVE

A. Employees hired prior to January 1, 1997 shall be eligible for sick leave at the rate of five (5) days per year. Sick days may not be accumulated from one year to the next.

B. Employees hired on or after January 1, 1997 shall be eligible for sick leave at the rate of four (4) days per year. Sick days may not be accumulated from one year to the next.

C. Employees who must utilize a sick day must notify his/her immediate supervisor as soon as possible, but no later than one hour before the start of his/her daily schedule.

An employee's failure to notify his/her immediate supervisor as mentioned in the preceding paragraph will be cause for denial of the use of sick leave for that absence.

D. Sick leave is to be utilized only in the case of an employee's illness. Verification of an employee's illness may be required by the Township.

Abuse of sick leave resulting in habitual absenteeism or use of sick leave when an employee is not ill is cause for discipline up to and including discharge.

Absence without notice for three (3) consecutive work days constitutes a resignation.

ARTICLE VII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay not to exceed three (3) working days.

B. The "immediate family" shall include the employee's spouse, son, daughter, parent, brother, sister, grandparent, and all step-relatives of similar degree.

C. An employee shall be granted one (1) working days' leave of absence without loss of pay in case of death of a relative not enumerated in Section A, or a person who had an unusually close relationship with the Employee, for the purpose of attending the funeral.

D. Every effort shall be made to accommodate legitimate bereavement leave requests, however, bereavement leave is subject to the prior approval of the Chief of Police or Public Safety Director/Business Administrator, who may withhold approval based upon manning needs of the Department and some satisfactory proof of kinship.

ARTICLE VIII

DUES DEDUCTION AND AGENCY SHOP

A. The Employer agrees that it will each month deduct the union dues from the pay of each member and transmit the same with a list of such members to the Treasurer of the Union within fifteen (15) days after the dues are deducted.

B. The Union agrees to furnish written authorization in accordance with law, from each member authorizing these deductions.

C. The Union will furnish the Employer a written statement of the dues to be deducted.

D. Using the same procedure as used for dues, the Employer shall deduct a `service fee in an amount equivalent to 85%' of the prevailing dues from members of the bargaining unit who are not members of the Union.

E. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Township in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation concerning this provision.

ARTICLE IX

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Township's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's working schedule and that said authorized agent first get permission from the Public Safety Director/Business Administrator or his designee.

ARTICLE X

SHOP STEWARDS

A. The Township recognizes the right of the Union to designate two (2) Shop Stewards and one (1) alternate Shop Steward.

B. The authority of the Shop Steward and the alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective Agreement;

2. The transmission of messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

a. Have been reduced to writing, or

b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown or other interference with Township business.

C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.

D. The Township recognizes these limitations upon the authority of the Shop Steward and alternate and shall not hold the Union liable for any unauthorized acts. The Township, in so recognizing such limitations, shall have the authority to impose

proper discipline, including discharge, in the event the Shop Steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

E. The Shop Steward shall be permitted to investigate, present and process grievances on or off the property of the Township without loss of time or pay. Such time spent in handling grievances shall be during normal working hours and after receiving approval from the immediate supervisor which approval shall not be unreasonably withheld, and shall be considered working hours in computing daily and/or weekly overtime.

F. The Union shall notify the Township in writing as to the names of the Shop Steward and alternates and any changes as they occur.

ARTICLE XI

SENIORITY- LAYOFF AND RECALL

1. An employee's seniority shall be determined by his length of continuous service with the Township from the date of his last hire. The employment records of the Township will be the determining factor in computing seniority. Attached hereto is a copy of the seniority list which the parties agree is correct.

2. When the Township reduces the working force, the employee in the classification affected by the layoff who has the least seniority shall be laid off first, provided the remaining employees have the experience, skill and ability to perform the remaining work without training. Upon recall, employees are to be returned to work in the reverse order in which they were laid off.

3. An employee shall lose his seniority and all rights under this contract for the following reasons:

- a) Being absent for three (3) consecutive days without notifying the Township official within said three (3) day period.
- b) Quitting.
- c) Failure to report to work at the expiration of an authorized leave of absence.
- d) Being discharged by the Township for just cause.
- e) Being laid off for one (1) year.
- f) Failure to report for work within five (5) days after being recalled by certified mail to the employee's last known address as shown on the Township records.
- g) Absence because of proven illness or injury for a period in excess of one (1) year.

4. Where circumstances permit, the Township will give the employees at least forty-eight (48) hours' notice of layoff, provided the layoff is not caused by circumstances beyond the Township's control.

5. An employee promoted or transferred to other than bargaining unit work may return to the bargaining unit upon agreement by the Union and the Township, provided there is a job vacancy. The employee will return without loss of continuous service credits, but he will not accrue seniority while out of the bargaining unit.

6. Subject to the qualifications of Section 2 above, the Shop Steward shall head the seniority list in his classification for the purpose of layoff. Such employee shall be returned to his proper standing on the seniority list upon termination of office.

ARTICLE XII

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits are provided.

B. The Employer agrees to provide to all employees hired prior to January 1, 1996 a Point of Service (POS), or equivalent, medical, dental, optical, prescription and insurance benefits similar to those provided to other Township employees, subject to a \$3.00 co-pay for brand name prescriptions and no co pay for generic prescription, per 34 day supply.

All employees hired after January 1, 1996 will not receive medical benefits.

C. Retirees with less than 25 years of service have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood that the Township will provide this benefit contingent upon the insurance carrier permitting same. The Township requires a six month premium in advance and is permitted to charge a 1% Administrative fee.

D. Employees who work for the Township of Edison in a permanent part-time or full-time capacity for twenty-five (25) full years will retain the same health benefits provided to employees when they retire at no charge and coverage for the employee's surviving spouse in case of death of the retired employee. Any

retiree attaining the age of sixty-five(65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for a retiree's medicare premium.

E. All employees shall join and be members of the New Jersey State Pension Plan.

F. The Township shall pay the cost of union disability insurance coverage for each employee.

G. Any employee who is eligible to receive medical benefits under this agreement may voluntarily elect to decline or reduce the medical insurance coverage provided by the Township. The employee has the option to decline coverage in its entirety or eliminate his/her number of members covered (i.e. family coverage to single coverage, or husband and wife) to a lower coverage status than the maximum provided. If the employee elects to reduce said coverage provided by the Township, the employee shall receive fifty (50%) of the difference between the original coverage premium under COBRA and the new coverage premium for the period of time that the employee received the reduced coverage and which shall not be less than twelve (12) consecutive months. The employee may return to previous coverage status by providing the Business Administrator with written notice at least ninety (90) days prior to the open enrollment period.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

A. The employees part-time, hourly employees who shall work those hours and days designated by the Chief of Police or his designee. All assignments shall be for a minimum of three (3) hours. To the extent practical, every effort to assure an employee a regular and predictable schedule will be made by the Township, however, any schedule may be changed at the sole and exclusive discretion of the Township. The decision whether the employees are eligible to collect New Jersey Unemployment Compensation for hours or days not worked is to be made by the State of New Jersey.

ARTICLE XIV

WAGES AND CLOTHING

A) All employees covered by this agreement shall receive the following increases in their hourly rates:

- 1) 2001-2002 School Year - 2.5%
- 2) 2002-2003 School Year - 2.9%
- 3) 2003-2004 School Year - 2.9%
- 4) 2004-2005 School Year - 2.9%

B) The starting compensation for employees hired after January 1, 2002 shall be \$9.00 per hour. Any current employee whose hourly rate is less than \$9.00 per hour shall be compensated at \$9.00 per hour beginning on January 1, 2002 and thereafter receive the percentage increases referred to above.

C) All employees who have completed ten (10) years of service shall, beginning on the January 1st following their anniversary date, receive an additional \$.34 per hour compensation.

D) The Edison Police Department will supply each guard with a uniform and equipment that meet both the statutory obligation, and the needs of the guards, as determined by the department. When these items, due to reasonable wear and tear, are deemed to be no longer serviceable by the Captain of the Traffic Division, or his/her designee, the item will be replaced by the department.

ARTICLE XV

FULLY-BARGAINED AGREEMENT

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union, for the life of this agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of, all other agreements entered into between Union and other employer organizations irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provision thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing only executed by both parties.

ARTICLE XVI

TERMS OF AGREEMENT

The term of this agreement shall be July 1, 2001 through June 30, 2005.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS THIS DAY OF , 2002.

FOR THE TOWNSHIP OF EDISON

Hon. George A. Spadoro, Mayor

ATTEST:

Reina Murphy, Township Clerk

FOR THE UNION

OFFICE AND PROFESSIONAL EMPLOYEES,
AFL-CIO, LOCAL 32

