

A G R E E M E N T

Between

THE TOWNSHIP OF OLD BRIDGE

and

THE OLD BRIDGE CROSSING GUARDS ASSOCIATION

July 1, 2004 through June 30, 2009

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PREAMBLE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Township of Old Bridge, a municipal corporation of the State of New Jersey (hereinafter known and designated as the “Employer of Township”) and the Old Bridge Crossing Guards Association (hereinafter known and designated as the “Union”) through the establishment of equitable salaries, hours, working conditions, and other applicable terms and conditions of employment.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Old Bridge Crossing Guards Association as the sole and exclusive representative of all permanent part-time and substitute crossing guards within the municipality for the purpose of collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment.
- B. Excluded from the bargaining unit shall be any and all other employees.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, and any subsequent changes in the law governing public employees of the State of New Jersey in a good faith effort to reach agreement. Such negotiation shall begin not later than September 15 of each calendar year.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals in the course of negotiations. Any agreement arrived at by the negotiations representatives will be submitted to the Township Council and the members of the Old Bridge Crossing Guards Association for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing and shall become the contractual agreement.

C. Negotiations will be held at times and locations convenient to both parties.

D. The Employer shall make no changes unilaterally in any terms and conditions of employment. For purposes of this Agreement, terms and conditions shall mean wages, hours, insurance, and medical or other benefits currently enjoyed by employees within the bargaining unit.

ARTICLE III

EMPLOYEE'S RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Township hereby agrees that all employees shall have the right freely to organize, to join and support the Union and any affiliates, for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under code of law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or of the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Union, his participation in any activities of the Union, collective negotiations with the Township, or the institution of any grievance, complaint

or preceding under this Agreement or otherwise with respect to any terms or conditions of employment as long as this Article doesn't infringe on managerial rights.

B. No employee shall be reduced in job status or compensation, or deprived of any other employee benefit without just cause. No employee shall be discharged without first having the benefit of a hearing.

C. The Township and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the Township shall not discriminate in the hiring, training, assignment, promotion, or discipline of employees, or in the administration of this Agreement on the basis of race, creed, color, religion, sex, age, national origin, marital status or political affiliation.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is a complaint about the interpretation, application, or alleged violation of policies, agreements or administrative decisions affecting any employee or group of employees.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of employees.

C. PROCEDURE

1. Level One

An employee with a grievance should first discuss it with their immediate supervisor, either directly or through the Union's representative, with the objective of resolving the matter informally.

2. Level Two

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no answer has been rendered within three (3) days following its presentation, it shall be reduced to writing and submitted to the immediate supervisor.

3. Level Three

If no satisfactory agreement is reached within five (5) days, or if no written response has been received, the grievance shall be submitted to the appropriate Department Head.

4. Level Four

Should no acceptable agreement be reached within five (5) days, the grievance shall be submitted to the Township Business Administrator who will have fifteen (15) days to render a decision in writing.

5. Level Five

Should no satisfactory decision be reached at Level Four, or should no response be received within the specified fifteen (15) days, the Union may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employee Relations Commission (PERC) or the State Board of Mediation. Both parties agree to a grievance arbitration and, furthermore, both parties agree that the decision of the arbitrator shall be final and binding upon all parties. The cost of such arbitration, transcripts, and related expenses, exclusive of Union and

Township consultants, shall be borne equally by the parties. The arbitrator shall not change, limit, or modify this Agreement in whole or in part.

MISCELLANEOUS

1. All grievances filed must show the signature of the Union's designated Grievance Chairperson or President, except where the grievant is representing himself.
2. All decisions rendered in the grievance procedure, except at Level One, shall be in writing, setting forth the decision and the reason(s) therefore, and shall be submitted in accordance with Paragraph C of this Article.
3. All hearings and meetings in this procedure shall be confidential and not conducted in public.
4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative approved by the Union. Copies of any unofficial grievance submitted by an individual shall be forwarded by the employer to the Union. When a grievant is not represented by the Union, the Union shall be present to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the employer to inform the Union, in writing, in the event a grievance is filed by an individual acting without Union representation. This agreement in no way limits the right of an individual to confer with his employer on any matter of mutual concern. No such problem shall be remedied in such a manner as to conflict with or modify any provision of this Agreement.
5. The aggrieved will have fifteen (15) days to file a grievance after a situation arises.
6. Grievance hearings will be held at times and locations convenient to both parties, and, if held during working hours, the employee shall suffer no loss of pay.

7. All reference to days herein shall mean working days unless otherwise noted.

ARTICLE V

UNION RIGHTS

A. UNION DUES DEDUCTION

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Old Bridge Crossing Guards Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52: 15.9 (e), as amended. Said money, along with any records of corrections, shall be transmitted to the Union official so designated as Secretary or Treasurer after each pay period.
2. The amount of annual dues shall be certified each year in the month of January with the appropriate Township office. The Township agrees to adjust the amount of dues deducted from each employee, commencing with the January pay period, at the newly certified rate.
3. The Township shall be provided with the appropriate dues deduction authorization form by the Union. The Township further agrees to honor any new employee, and/or any new member upon notice as the occasion may occur. Membership lists will be provided by management during the month of January.

B. The Union shall have reasonable use of the bulletin board located in the employee lounge area.

C. The Union President shall have the option of being accompanied by an individual when asked to meet with the employer on Union business as long as work load will be covered without additional compensation. Such meetings to be held at times reasonable and convenient to both parties.

- D. The Township will implement a fair share representation fee equal to eighty-five percent (85%) of the Union dues, initiation fees and assessments, which shall be withheld in accordance with the law. The union shall indemnify the Township from all liability resulting from and/pr caused by dues deduction of fair share representation fees.
- E. The Association shall have reasonable use of Township facilities for its meetings.

ARTICLE VI

HEALTH INSURANCE

- A. All employees shall have the right to join P.E.R.S. The Township will pursue the employee's right to purchase prior service.
- B. School crossing guards will be fully covered by the employer in the same manner as full time employees for Workmen's Compensation.
- C. A copy of each medical plan will be attached to this Agreement.
- D. Crossing Guards shall have the option to buy into the Township medical package at the prevailing group rate, if permitted to by the carrier.

ARTICLE VII

SENIORITY

- A. Rights of Seniority

For the purpose of this Agreement seniority represents, in the highest degree, the right to work. The most senior person is the oldest person in point of service, ability and fitness for the job being sufficient, and is the last laid off, proceeding so on down the line to the youngest in point of service.

- B. Accruement

It is understood that any time served as employee under a CETA grant shall count toward the accrument of seniority and all benefits if State statutes allow for same.

C. Any employee who is terminated by the Township through layoff, or any other means, and is thereafter, within two years, hired by the Township or under any Federal or State grant program such as CETA, and subsequently is rehired by the Town and returned to the regular Town payroll, shall be considered a continuous employee and shall be credited for such time spent working for the employer under the externally funded program, without loss of longevity, seniority, vacation, sick time, or other benefits, except those compensated for at the time of termination.

D. Resignation and Subsequent Rehiring

If a person resigns and is rehired within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have this time bridged back to his original hiring date. All benefits and longevity pay shall be effective based upon total years of service with no payments for retroactivity.

ARTICLE VIII

POST BIDDING

A. All four-hour posts, two hours a.m./two hours p.m. (temporary or permanent) and lunch posts shall be posted for bidding according to seniority at the September meeting of the Traffic Safety section. 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 his/her turn for a post.

B. Post bidding shall occur at a meeting or meetings of all employees by each employee in their order of seniority. 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. A tentative list of posts to be bid shall be made available to employees at least two weeks prior to bidding.

C. If a four-hour post and lunch post are closed during any contract year after bidding, the employee assigned to that post shall have the right to be assigned to a post held by the employee with the lesser seniority. All new or vacant (permanent or temporary) four-hour posts shall be offered to substitute employees in the order of their seniority when a permanent employee does not bid on the post.

D. 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 a post, shall be awarded to a substitute guard having the most seniority until the original guard returns, providing that one of the following conditions does not exist:

1. That the substitute guard having the most seniority is already assigned to another post on the basis of the first paragraph of this section.

2. That the substitute guard having the most seniority is capable of handling the post.

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 post guard returns to duty.

E. A lunch post, which becomes available after five (5) 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.

F. 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. The Union and the employees so affected shall be given a minimum of fourteen (14) calendar day's notice.

Management reserves the right to make special assignments contrary to this procedure when unique circumstances or the interest and welfare of the public are involved. Such assignments are to be considered temporary, shall require seven (7) days' written notice of both the assignment and reasons, and shall be appealable through all steps of the grievance procedure.

G. 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 IX

LONGEVITY

A. Longevity shall be computed upon the base salary and included in each pay as per the following formula:

2% upon completing five (5) years of service

3% upon completing ten (10) years of service

4% upon completing fifteen (15) years of service

5% upon completing twenty (20) years of service

6% upon completing twenty (25) years of service

B. Consecutive years in service shall be computed from the date of initial full-time employment by the Township, except where service has been interrupted.

ARTICLE X

INCLEMENT WEATHER

- A. The employee shall be granted and guaranteed four (4) snow days off in each calendar year, payable at the end of a calendar year if unused. If duty is cancelled for snow in excess of four (4) days, the employee shall be paid for all snow days in excess of four (4) days. Days granted by this Article shall be paid on a pro-rata basis if the employee's status changes from that of a permanent employee to that of a substitute employee, or the employee is terminated due to lack of work.
- B. Substitute Crossing Guards shall receive the above snow benefit, to be paid at the close of the school year, on the following basis:
- 2-1/2 months of cumulative employment – one (1) day
 - 5 months of cumulative employment – two (2) days
 - 7-1.2 months of cumulative employment – three (3) days
- C. The employee shall be granted payment for any inclement weather if duty is cancelled and the individual has already reported to their post.

ARTICLE XI

HOLIDAYS

The following shall be paid holidays:

Martin Luther Kind Day
Thanksgiving Day
Day after Thanksgiving
Memorial Day
President's Day (February)
Good Friday

ARTICLE XII

PAY RATE

	3.5%	3.5%	3.5%	3.5%	3.5%
STEPS	7/1/2004	7/1/2005	7/1/2006	7/1/2007	7/1/2008
Hourly Rates	\$13.51	\$13.90	\$14.47	\$14.98	\$15.50

ARTICLE XIII

CLOTHING ALLOWANCE

- A. Annual clothing allowance shall be \$600.00 effective October 1998 and shall be paid in the first pay check each October thereafter.
- B. Clothing Allowance shall be paid annually in June for substitute guards at a rate for each month of cumulative time worked based upon the total clothing allowance divided by ten (10).

ARTICLE XIV

EMPLOYEE TRAINING

- A. In the event the employer requires the employee to participate in any course of program of instruction related to the duties and functions of the employee, or in any meeting or training session, the employee shall be compensated at the regular hourly rate applicable for all such time actually spent at the course or program on instruction. This compensation shall not be less than two (2) hours, nor more than five (5) hours and paid in increments of at least thirty (30) minutes.

B. The Crossing Guard Association shall continue to make union meeting time available to their immediate supervisor upon the discretion of the Association President. Prior arrangements as to date and duration of such sessions must be made with the Association President.

ARTICLE XV

MINIMUM PAY

Every employee shall be paid for a minimum of three (3) hours work regardless of the length of each duty assignment per post.

ARTICLE XVI

LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for a one-year period of time after request through the head of the Division of Traffic Safety, to the Business Administrator for approval. Leave shall not be denied for reasons that are arbitrary or capricious and any such denial shall be reviewable under the grievance procedure of this Agreement with a grievance being initially filed at Level Four. A leave of absence of six (6) months or less in no way affect the seniority of the employee. When a leave without pay exceeds six (6) months the time in excess of six (6) months shall not be included in seniority accrual.

The seniority provisions of this Article shall not apply to individuals taking leave for the purpose of obtaining other employment.

Leaves shall be available in accordance with the Family Leave Act and applicable statutes governing maternity leave, but acceptable reasons for a leave or absence shall be in no way limited by those laws.

ARTICLE XVII

PERSONAL DAY

Each employee shall have two (2) personal days per year.

ARTICLE XVIII

LEGAL AID

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX

MANAGEMENT RIGHTS

A. The Township of Old Bridge hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the division after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, transfer, assign, or retain employees in position with the Township.

5. To suspend, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq. or any other national, state, county, or local laws or regulations.

