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Original signed copy

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REVISED FINAL COPY
MAY 1, 1981

AGREEMENT

BETWEEN

THE BOROUGH OF POINT PLEASANT, Borough ✓

AND

THE POINT PLEASANT CROSSING GUARD ASSOCIATION

X JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

This collective bargaining Agreement entered into to be effective the first day of January, 1981.

BETWEEN: The Borough of Point Pleasant, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer;"

AND: The Point Pleasant Borough Crossing Guards Association, hereinafter referred to as "Association."

WITNESSETH THAT, for and in consideration of mutual covenants hereinafter set forth, the parties agree as follows:

Article I - Statement of Principles

- Section 1. That Employer has heretofore recognized the Association as the sole and exclusive bargaining representative of all crossing guards, exclusive of all other employees.
- Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with the Association as the said representative and to provide orderly and peaceful proceedings for presenting employee grievances and proposals.
- Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between the Employer and the Association so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long standing practice, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.
- Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both the parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the term of this Contract shall be from January 1, 1981 through December 31, 1982.

Section 8. That this Agreement shall be binding upon the parties hereto for the term of the Contract as specified in Section 7 above.

Article II - Negotiating Procedure

Section 1. That negotiations for a future contract shall begin not later than April 1, 1981, and good faith efforts shall be made to conclude an agreement within a reasonable period of time.

Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make further counterproposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.

Article III - Grievance Procedure

Section 1. That a grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

Section 2. That an aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence or such grievance shall be deemed waived.

Section 3. That the procedural steps for considering and resolving grievances are as follows:

Step 1-The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his designated representative, and the Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2-If the grievant and/or the Association is not satisfied with the results of Step 1, then, within five (5) calendar days the grievant or the Association must deliver the grievance in writing to the Borough Clerk who shall have three (3) work days in which to arrange a meeting between the grievant and a member of the Association, or the grievant individually but in the presence of a member of the Association, and a Grievance Committee appointed by the Mayor (i.e. Police Committee for police and crossing guard grievances; Streets and Water Committee for streets and water grievances; Finance Committee for clerical grievances). The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.

Step 3-If the grievant, and/or the Association is not satisfied with the results of Step 2 and the grievance applies only to the specific terms of this locally negotiated written Agreement, then the Association, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Borough Clerk may submit it to the New Jersey Public Employment Relations Commission to be resolved by binding arbitration in accordance with its rules and regulations.

Section 4. The Arbitrator, appointed by the New Jersey Public Employment Relations Commission, shall have no authority to add to or subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations of the appropriate state agency, or state statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement.

Article IV - Salaries and Rate of Pay

Section 1. That the parties agree that all crossing guards shall receive a wage of four dollars and eighty-three cents (\$4.83) per hour worked, effective and retroactive to January 1, 1981.

Section 2. All presently enjoyed direct economic benefits of vacation, overtime, sick leave, etc. shall continue for the remainder of 1981.

Section 3. If legally permissible and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical insurance plans at the group rate.

Article V - Dues Deduction and Representation Fee

Section 1. Dues Deduction

A. The Borough agrees to deduct from the salaries of those employees covered by this Agreement dues for the Association as said employees individually and voluntarily in writing authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9.e. Said monies

together with records of any corrections shall be transmitted to the Association by the Borough.

- B. The Association shall certify to the Borough, in writing, the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough in writing prior to the effective date of such change.
- C. The Association agrees to save the Borough harmless from any action or actions commenced by any employee against the Borough, for any claim arising out of such deduction, and the Association assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

- A. The Association shall deliver to the Employer a written statement containing the following:

- (1) a statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.;

- (2) a statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.;

- (3) a statement establishing the amount of monthly representation fee to be deducted from the salary of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

- B. On the first day of each month, as necessary, the Association shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.
- C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

D. Payroll Deduction Schedule

The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

- (1) following receipt of the list provided for in Paragraph A above, or

- (2) thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on

layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Association.

- E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- F. The Association hereby agrees to indemnify, defend and save harmless the Employer from any claim, suit, or action of any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salary of any employee of any sum of money as a representation fee under the provisions of this Agreement.

Article VI - Miscellaneous

Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Association on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the collective bargaining unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

- A. If by the Association to the Mayor and Council:

Mayor and Council
Municipal Building
2233 Bridge Avenue
Point Pleasant, N.J. 08742

- B. If by the Mayor and Council to the Association:

President of the Association, at the proper residence address which shall be supplied, as change requires, to the Borough Clerk.

- Section 3. The Association and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required, and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.
- Section 4. The Association shall have the right to use the bulletin board for official communications if such communications are signed by an appropriate officer of the Association, and such material shall be subject to the approval of the Chief of Police.
- Section 5. The Association shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for actual cost of materials used.
- Section 6. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the members of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.
- Section 7. Each member of the bargaining unit shall be entitled to a one hundred dollar (\$100.00) uniform allowance for the 1981 work year.

Article VII - Savings Clause

- Section 1. The parties agree that if any provision of this Contract or the application of this Contract as it applies to any member of the Association or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.
- Section 2. That if any such provisions are determined to be invalid, then Employer and Association shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

Article VIII - Duration

- Section 1. This Agreement shall be effective January 1, 1981 and shall continue in effect through December 31, 1982.
- Section 2. On or about April 1, 1981, negotiations shall commence on a successor Agreement to be effective January 1, 1982.
- Section 3. In witness whereof, the parties hereto have hereunto set their hand and seals and caused these presence to be

signed by the appropriate officers and the corporate seal
of Employer to be hereto affixed this day
of 1981.

BOROUGH OF POINT PLEASANT

By Peter G. Marone
Mayor

ATTEST

By Margaret B Van Pelt

CROSSING GUARDS OF THE BOROUGH OF
POINT PLEASANT

By Georgette Rifulgiato