

AGREEMENT

BETWEEN

Point Pleasant Borough
THE BOROUGH OF POINT PLEASANT

AND

THE TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 469

(FOR CROSSING GUARD EMPLOYEES)

JUNE, 1987

X Jan. 1, 1987 - Dec. 31, 1989

This collective bargaining Agreement: 6th day of Aug
1987.

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

AND: Teamsters, Chauffeurs, Warehousemen and Helpers
Local Union No. 469

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 Union 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 Union 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 Union 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 judgement 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. 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. The term of this Contract shall be from January 1, 1987 through December 31, 1989.

Section 8. 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. In negotiations for a future Contract, good faith efforts shall be made to conclude an Agreement within a reasonable period of time.

Section 2. 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. 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. 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. The procedural steps for considering and resolving grievances are as follows:

Step 1 - The designated representative of the Union 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 Union is not satisfied with the results of Step 1, then, within five (5) calendar days the grievant or the Union 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 Union, or the grievant individually but in the presence of a member of the Union, and either the Municipal Administrator or a Grievance Committee appointed by the Mayor. 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 Union 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 Union, no later than the twenty-first (21st) calendar day after submitting 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 Pay

Section 1. The hourly rate of pay for Crossing Guards shall be as follows:

	First Year	All Others
1987	\$6.67	\$6.95
1988	7.07	7.37
1989	7.49	7.81

Section 2. The hourly schedule in effect for the school year 1984 - 1985 shall serve as the minimum hourly schedule. The Borough agrees to negotiate prior to implementing a reduction in hours.

Section 3. Guards will be paid for travel time between the post and Borough Hall when they punch in and out.

Section 4. 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.

Section 5. In the event the school system declares a snow day(s) or in the event the school system declares an early closing due to an emergency the members of the bargaining unit who are on duty shall receive their normal full day's pay.

Section 6. Crossing Guards shall be entitled to longevity pay based upon the following schedule:

YEARS OF SERVICE	PERCENTAGE OF HOURLY PAY
After three (3) full years.	One percent (1%).
After six (6) full years.	Two percent (2%).
After nine (9) full years.	Three percent (3%).
After twelve (12) full years.	Four percent (4%).
After fifteen (15) full years.	Five percent (5%).
After eighteen (18) full years.	Six percent (6%).
After twenty-one (21) full years.	Seven percent (7%).
After twenty-four (24) full years.	Eight percent (8%).

Article V - Dues Deduction and Representative Fee

Section 1. Dues Deduction

- A. The Borough agrees to deduct from the salaries of those employees covered by this Agreement dues for the Union 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 Union by the Borough.

- B. The Union 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 Union agrees to save the Borough harmless from any action or actions commenced by an employee against the Borough, for any claim arising out of such deductions, and the Union assumes full responsibility for the disposition of the funds.

Section 2. Representative Fee

- A. The Union shall deliver to the Employer a written statement containing the following:
 - (1) a statement that the Union 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 Union 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 non-member. 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 Union 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 Union and a request that the representation fee of such non-members 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 Union.

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 check.

(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 Union, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Union.

E. On or about the last day of each month, as necessary, beginning with the month that this Agreement becomes effective, the Employer will submit to the Union, 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 Union 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 Union 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 either of the parties of 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 Union to the Mayor and Council:

Mayor and Council
Municipal Building
2233 Bridge Avenue
Point Pleasant, NJ 08742

B. If by the Mayor and Council to the Union:

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

Section 3. The Union 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 be notified in advance of the time and place of all such meetings.

Section 4. The Union shall have the right to use the bulletin board for official communications if such communications are signed by an appropriate officer of the Union, and such material shall be subject to the approval of the Chief of Police.

Section 5. The Union 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. The Borough shall provide each employee with a hat and two (2) badges. In addition each member of the bargaining unit shall be entitled to a two hundred and ten dollar (\$210.00) uniform allowance for each work year.

Section 8. If all other employee groups in the Borough negotiate disability insurance benefits, crossing guards shall also be entitled to these benefits under the same terms.

Section 9. Regular guards shall be entitled to the following vacation benefits:

YEARS OF SERVICE	VACATION TIME
Up to 1	.8 working days per month
2 through 10	8 days per year
11 through 20	10 days per year
21+	14 days per year

Substitute guards shall receive vacation and sick leave benefits in proportion to the number of days they work when compared to a regular guard.

Section 10. Guards with less than one year of service shall be entitled to .8 sick days per month and those with more than one year of service shall be entitled to 10 sick days per year.

Section 11. In case of death in the immediate family as herein defined, an employee shall be granted three (3) days off with pay. Payment shall be made for only such of the three (3) days as are working days. Immediate family is hereby defined as mother, father, husband, wife, child, mother-in-law, father-in-law, brothers, sisters, brothers and sister's-in-law, grandparents and grandchildren.

Section 12. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Borough's policy to make assignments to posts based upon an employees ability, fitness and seniority. It is the Borough's intention to fill vacancies with the Department from among substitute guards, providing such guards are available and possess the necessary qualifications and ability to fill the vacancy. Any dispute under this section shall be subject to the grievance machinery.

Article VII - Savings Clause

Section 1. The parties agree that if any provision of this Contract or the publication of this Contract as it applies to any member of the Union 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 Union 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, 1987 and shall continue to be in effect through December 31, 1989.

Section 2. On or about October 1, 1989, negotiations shall commence on a successor Agreement to be effective January 1, 1990.

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 the Employer to be hereto affixed this 6th day of Aug. 1987.

BOROUGH OF POINT PLEASANT

BY Leonard Arms
Leonard Arms, Mayor

ATTEST

Margaret B. Van Pelt
Margaret B. Van Pelt,
Borough Clerk

(CROSSING GUARDS)
THE TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 469

BY Fulak Pothor