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1989-1991

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RUTGERS UNIVERSITY

AGREEMENT

between

THE TOWNSHIP OF OLD BRIDGE

and

THE OLD BRIDGE CROSSING GUARDS ASSOCIATION

1991

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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, (hereafter known and designated as the "Employer" of "Township") and the OLD BRIDGE CROSSING GUARDS ASSOCIATION (hereafter 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, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiations representatives will be submitted to the Township Council and 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 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 113, 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 lawful activities of the Union, collective negotiations with the Township, or the institution of any grievance, complaint or proceeding 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.

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 or group 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) working 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.

D. 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 grievant will have fifteen (15) calendar days to file a grievance at Level One 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. Paid money, along with 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 also 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 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/or 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 employees 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, and be seniority 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. Accrueement

It is understood that any time served as employee under a CETA grant shall count toward the accrueement 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 rehire within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have his time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.

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 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 days' 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 reaching five (5) years of service

3% upon reaching ten (10) years of service

4% upon reaching fifteen (15) years of service

5% upon reaching twenty (20) 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 canceled 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 canceled and the individual has already reported to their post.

ARTICLE XI

HOLIDAYS

The following shall be paid holidays:

Martin Luther King Day*

Thanksgiving Day

Day after Thanksgiving

Memorial Day

Presidents' Day (February)

Good Friday (effective 1988)

*Martin Luther King Day has passed as of the signing of this Agreement. Each crossing guard shall receive one (1) day's pay in lieu of the holiday.

ARTICLE XII

PAY RATE

The base rate shall be established as follows:

January 1, 1989	+4%	\$7.31
July 1, 1989	+3%	\$7.53
January 1, 1990	+4%	\$7.83
July 1, 1990	+3%	\$8.06
January 1, 1991	+4%	\$8.39
July 1, 1991	+4%	\$8.72

ARTICLE XIII

CLOTHING ALLOWANCE

A. Clothing allowance for 1990 shall be \$425.00 and shall be paid in the first pay check in October, 1990.

B. Clothing allowance for 1991 shall be \$500.00 and shall be paid in the first pay check in October, 1991.

C. 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

In the event the employer requires the employee to participate in any course or program of instruction related to the duties and functions of the employee, 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.

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, shall 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. A leave of absence of six (6) months or less shall 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.

ARTICLE XVII

PERSONAL DAY

Each employee shall have one (1) personal day per year.

ARTICLE XVIII

SAVINGS CLAUSE

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

DURATION OF AGREEMENT

This Agreement entered into on this date January 15, 1991 shall be in full force and effect retroactively from January 1, 1989 and until its expiration on December 31, 1991.

Negotiations for a successor agreement shall commence no later than October 1, 1991. It is understood that should a new agreement not be settled prior to the expiration of this contract, all benefits and terms contained herein shall remain in full force and effect.

Old Bridge Crossing Guards Association

Barbara A. York President
Name Title

Township of Old Bridge

[Signature] Mayor
Name Title

Witness

Mary M. Brown Clk.
Name Title 1/15/91

SAVAGE AND SERIO, P.A.

ATTORNEYS AT LAW

AINSLIE ACRES

R.D. #1-BOX 72 A

LAMBERTVILLE, N.J. 08530

(609) 397-4193

THOMAS J. SAVAGE
DAWN AINSLIE SERIO

May 30, 1990

CONFIDENTIAL

Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

Attention: Mr. Terence Blackwell
Director of Personnel.

Re: Crossing Guards Contract

Dear Mr. Blackwell:

Enclosed is the Memorandum of Agreement between the Township and the Crossing Guards Association. We ask that this document be presented to council for ratification.

This memorandum represents wage and benefit improvements identical to all other agreements reached with all other employees.

Very truly yours,
Savage and Serio, P.A.

Thomas J. Savage es

By: Thomas J. Savage, Esq.

TJS/dp

cc: Dr. William McDonald
Joseph Leo

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into between the Old Bridge Crossing Guards Association and the Township of Old Bridge in settlement of the collective bargaining agreement for the years 1989 through 1991.

A base salary increase shall be established as follows:

January 1, 1989	4%
July 1, 1989	3%
January 1, 1990	4%
July 1, 1990	3%
January 1, 1991	4%
July 1, 1991	4%

Clothing allowance shall be increased as follows:

+\$75.00	1990
+\$75.00	1991

The Grievance Procedure, Article IV shall be modified to provide at C-4, Level Four, the grievance shall be submitted to the Township Business Administrator who will have fifteen (15) days to render a decision in writing. Level Five shall move the grievance to binding arbitration and the current Mayor's Level shall be eliminated.

All other terms and conditions of employment not specifically modified by this Memorandum shall remain in full force and effect as in place on this date.

Old Bridge Crossing Guards Association

Barbara A. York Pres.
[Signature]

2/13/90
Date

Township of Old Bridge

[Signature]
[Signature]

1/17/85

Mayor M. [Signature]
Date 1/14/91