

AGREEMENT

BETWEEN

**BOROUGH OF HALEDON
NEW JERSEY**

AND

LOCAL 74, U.S.W.U., IUJAT

**BOROUGH OF HALEDON CROSSING GUARDS
January 1st, 2019 through December 31st, 2021**

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ARTICLE I - RECOGNITION

A. The Borough of Haledon recognizes the Union as the exclusive collective bargaining agent concerning salaries, hours and other terms and conditions of employment for School crossing guards (hereinafter referred to as employees or members of the bargaining unit) as certified by the state of New Jersey Public Employees Relations Commission in case # RO - 2007 - 049 on January 27, 2007.

B. Persons employed as School Crossing Guards shall be appointed by the governing body of the Borough of Haledon for terms not exceeding one year, in accordance with state law. The following shall be excluded from the bargaining unit: All management and supervisory staff, and all temporary employees.

ARTICLE II - DISCRIMINATION AND COERCION

Neither the Borough, nor the Union shall discriminate against, or in favor of, or intimidate or coerce any employee because of his Union membership or non membership or his participation in Union activities. Neither the Borough nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin political affiliation, marital status, or physical ability (unless based on a bona fide job requirement).

ARTUCLE III - UNION SECURITY

The Borough agrees to give effect to the following form of Union security;

A. All employees who are members of the bargaining unit on the date of execution of the agreement mat remain members of the bargaining unit in good standing.

B. It is agreed that at the time of hiring, the Borough will inform newly hired employees, who fall within the bargalning unit, that they may join the Union thirty (30) days thereafter.

ARTICLE IV - DUES CHECKOFF

A. The Borough agrees to deduct Union Dues from the wages of employees within the bargaining unit provided the employees execute a proper written legal authorization for such dues deductions. Said dues shall be deducted monthly and remitted monthly to the Union treasurer. The Union shall notify the Borough of the amount to be deducted. The Borough shall not be responsible for the transmission, receipt and use of the funds when payment has been placed in the mail or picked up by members of the Union.

B. If, during the term of this agreement, the Union effectuates any changes in the rate of membership dues, the Union shall furnish to the Borough written notice of same sixty (60) days prior to the effective date of such charge.

C. Within fifteen (15) days of deduction, the amounts so deducted shall be certified to the Borough by the Union and the Aggregate deductions of all employees shall be remitted together to the Union with the list of all the names for whom the deduction was made.

ARTICLE V - MANAGEMENT RIGHTS

A. In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and maintains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and invested in it by law or otherwise before the signing of this agreement. In accordance with Civil Service rules and regulations, except where expressly modified by this agreement, the Borough's prerogatives include the following rights without the limit of the foregoing;

1. To manage and administer the affairs and operations of the Borough;
2. To direct the Borough's working forces and operations;
3. To hire promote and assign employees;
4. To demote, suspend. Discharge or otherwise discipline employees;

5. To maintain efficiency of the Borough's operations;
6. To determine the methods, means, job classifications, and personnel by which such operations are to be conducted.
7. To discharge employees from duties because of lack of work or for other legitimate reasons, such as layoffs, to be made in the order of seniority, in the class, the last persons to be appointed to be the first laid off.
8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed.
9. To take what actions are necessary to carry out the functions of the Borough.
10. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion.
11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government.

B. With respect to paragraph A above, the Borough's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adaptation of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this agreement and to the extent that the same conform to the laws of New Jersey and the United States.

C. Nothing contained in this agreement shall operate or deny to or restrict the Borough in the exercise of its rights, responsibilities and authorities pursuant to the laws of the State or the United States.

ARTICLE VI - GRIEVANCE PROCEDURE

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. "Days" means working days exclusive of weekends and holidays.

Step One:

The Union shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. The written grievance at this stage shall contain the relevant facts and a summary of any proceeding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The chief of Police or his representative will answer the grievance within five (5) calendar days of receipt of the written grievance. Failure to act in writing said five (5) days shall be deemed to constitute a denial of the grievance.

Step Two:

If the Union wishes to appeal the decision of the Police Chief, such appeal shall be presented to the Mayor and Council or designee within ten (10) work days thereafter. This presentation shall contain copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or designee shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step Three:

Within ten (10) work days, exclusive of designated holidays and Saturdays and Sundays of the step 2 decisions, the Union may apply to the Public Employees Relations Commission (PERC) for binding arbitration. Alleged violations of this agreement may be submitted to arbitration. The selection of the Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the employer of its arbitration petition.

A. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

B. The decision of the Arbitrator shall be binding upon the employer and the Union and the employee.

C. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

D. The costs of the Arbitrator shall be borne equally between the Union and the Borough. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

E. The Arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify or detract from in any way the provisions of this agreement or of any amendment or supplement thereof.

F. Only one grievance may be submitted to the same arbitrator.

ARTICLE VII - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement that neither the Union, its officers nor members or anyone acting on their behalf will take part in any strike, work stoppage, slowdown or organized absenteeism. In the event of such actions it is agreed that participation in such actions by any Union member covered under this agreement shall constitute grounds for termination of employment of said employee or employees.

ARTICLE VIII - PROBATIONARY PERIOD

All new employees shall serve a probationary period of three months at the conclusion of which such new employees may be non – renewed without cause. During this period, employees shall receive one reflective vest and one stop sign.

ARTICLE IX - SENIORITY

Seniority shall be defined as the number of School years of employment with the Borough from the date of first hire.

In the event of layoffs within the unit, Seniority will be in reverse order, with the least senior employee(s) being laid off first. Those with the most seniority last.

ARTICLE X - WAGES

1/1/19 – 2.00% increase per hr.

1/1/20 – 2.00% increase per hr.

1/1/21 – 2.00% increase per hr.

New Hires shall start at twelve dollars (\$12.00) per hour.

ONE TIME WAGE INCREASE

There shall be a one-time wage increase effective January 1, 2019 and only upon this date. This wage increase shall not be in effect in any following year and/or the duration of this Agreement. This one-time wage increase shall utilize the existing longevity schedule and be applied as follows:

At the completion of 4 consecutive years of service – one-time increase of \$0.25/hour

At the completion of 8 consecutive years of service - one-time increase of \$0.50/hour

At the completion of 12 consecutive years of service - one-time increase of \$0.75/hour

At the completion of 16 consecutive years of service - one-time increase of \$1.00/hour

At the completion of 20 consecutive years of service - one-time increase of \$1.25/hour

ARTICLE XI - LONGEVITY

Years of service will be calculated as starting from the effective date of this agreement going forward.

A longevity schedule will be established as follows;

At the completion of 4 consecutive years of service - 2%

At the completion of 8 consecutive years of service - 4%

At the completion of 12 consecutive years of service - 6%

At the completion of 16 consecutive years of service - 8%

At the completion of 20 consecutive years of service - 10%

ARTICLE XII - BOROUGH/UNION COOPERATION

The Union recognizes that it is the responsibility of the Borough to determine levels of performance and working conditions for employees. The Union pledges its cooperation in the following areas:

- A. Maintain and improve levels of performance.
- B. Cooperate in the installation of methods and technological improvements where possible.
- C. Assist, where possible, in building good will between the Borough and the Union and the public at large.

ARTICLE XIII - UNIFORMS

All Crossing Guards that have completed the Probationary Period will receive the following uniform articles:

2 winter hats, 2 winter jackets, 2 spring jackets, 1 set of gloves and 1 reflective vest. The Borough shall also provide a hand held stop sign paddle for each Crossing Guard. A Borough identification card will also be provided for all Guards. Crossing guards shall always wear their reflective vests while on duty

Anyone needing a uniform article replaced as a result of normal wear shall present the article to the Borough for replacement. Article will be replaced within a reasonable amount of time. No article will be replaced within one year of the date issued.

ARTICLE XIV - UNION REPRESENTATION

Union Representatives may enter the Borough facilities at reasonable times for the purpose of briefly observing operating conditions and for the adjustment of grievances. The Union shall give prior notice of these visits and said visits shall not be unreasonably denied.

ARTICLE XV - SICK LEAVE

Crossing Guards who have completed their Probationary Period will receive six (6) sick days per school year. These days shall not accumulate from year to year. If three (3) sick days are used consecutively, the Crossing Guard must provide a Doctor's note attesting to sickness or disability. Any unused sick days are permitted to be paid out to the employee at the end of each school year with the understanding that the remaining provisions of this Article are to be enforced fully, including but not limited to the express disallowance of accumulation of sick days from year to year while affirming the cap of annual sick days to six (6) days.

ARTICLE XVI - PERSONAL LEAVE

Crossing guards who have completed their probationary period will receive one (1) paid personal day per School year. These days shall not accumulate from year to year.

ARTICLE XVII - BEREAVEMENT LEAVE

All Crossing Guards who have completed their probationary period shall receive three (3) days paid bereavement leave in the case of death in the immediate family. Immediate family shall include Mother, Father, Husband, and Wife, child, stepchild, brother or sister. A death certificate or certifiable proof of death must be provided within two weeks of taking the leave.

ARTICLE XVIII - SNOW DAYS

Crossing Guards who have completed their probationary period shall receive four (4) snow days per year where they shall be paid if the Schools are closed for snow or other emergencies, including flooding, hurricane or tornado damage. Such closing of the Schools shall be determined by the Superintendent of Schools. If there are no emergency closings within the School year, then no emergency days shall be paid.

ARTICLE XIX – HOLIDAYS

Crossing Guards who have completed the probationary period shall receive the following three paid holidays so long as the applicable Schools are also closed:

Good Friday

Thanksgiving


The Day After Thanksgiving

ARTICLE XX – USE OF CELLULAR PHONES

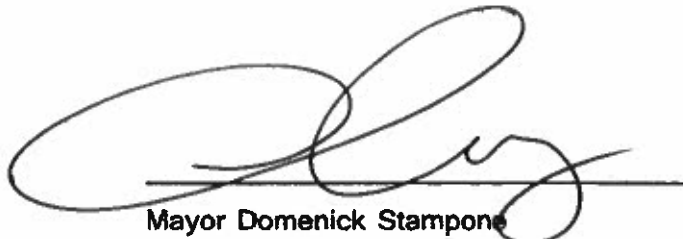
Crossing guards shall not use cell phones or other wireless communication devices while on duty.

ARTICLE XXI - DURATION

This contract shall be in effect from January 1st, 2019 through December 31, 2021.



USWU, Local 74 ALVIN SALCEDO
BUSINESS AGENT



Mayor Domenick Stampona
Borough of Haledon

Date 4/2/20

Date 4/7/20