

A G R E E M E N T

between

BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY

and

HILLSDALE CROSSING GUARDS ASSOCIATION

JANUARY 1, 2012 through DECEMBER 31, 2014

2012 - 2014

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PREAMBLE

This Agreement, entered in this 7th day of September, 2012, by and between the Borough of Hillsdale, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the Hillsdale Crossing Guards Association, hereinafter called the "Guards."

Article I

RECOGNITION

A. The Borough hereby recognizes the Hillsdale Crossing Guards Association as the exclusive collective negotiating agent for all Crossing Guards employed by the Borough, and excluding all other Borough employees

B. The title of Crossing Guard shall be defined to include the plural as well as the singular, and to include males and females.

Article II

MANAGEMENT RIGHTS

A. The Borough of Hillsdale hereby retains and reserves unto itself, without limitation, 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, the following rights:

1. The executive management and administrative control of the Borough 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 Borough.

2. The right of management to make such 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 Department after advance notice thereof to the employees to require compliance by the employees is recognized.

3. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, or assign employees in positions within the Borough.

4. To take appropriate disciplinary action against any employee for good and just cause according to law.

5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 the 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 Borough 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.

D. If the Borough determines that the minimum wage for a new Crossing Guard is too low to attract applicants for this position, it may, at its sole discretion, raise the minimum hourly rate to a level that eliminates this problem. If the Borough raises the minimum starting rate, any and all Crossing Guards having an hourly rate below the newly established rate will receive an increase to that amount. Employees earning more than this rate will remain unchanged.

Article III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including safety-related issues. A grievance may be raised by an individual employee, a group of employees, or the Crossing Guards Association.

C. Steps of the 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:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One and involves an alleged violation of this Agreement only, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Borough Administrator, or his representative, within five (5) days following the determination by the Chief of the Department.

(b) The Borough Administrator, or his representative, shall render a decision in writing within ten (10) days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Borough Administrator, the matter may be submitted to the Mayor and Council.

(b) The Mayor and Council shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

(c) In the event the grievance has not been resolved, it will then be taken to PERC for binding arbitration.

(d) The arbitrator shall be bound by the provisions of this Agreement and 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, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator and his reasons therefore shall be in writing.

(e) The cost of the service of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(f) The time limits expressed herein shall be strictly followed. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time

limits provided for processing the grievance at any step in the Grievance Procedure.

Article IV

NON-DISCRIMINATION

A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the Borough and the Guards agree that all Crossing Guards covered under this Agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Guards against any employee because of the employee's membership or non-membership or activity or non-activity in the Guards.

B. Neither the Borough nor the Guards shall discriminate against any employee because of race, creed, color, sex or national origin.

Article V

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Guards covenant and agree that during the term of this Agreement, neither the Guards nor any person acting on their behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the

employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

C. The Guards agree that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Guards' members shall entitle the Borough to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Guards or its members.

Article VI

WORK TIME AND CONDITIONS

A. Employees covered under this Agreement shall be paid only for work actually performed. Employees are not entitled to any pay for unworked time with the following exception:

Up to three days lost due to cancellation of school because of snow or other emergency conditions may be paid in each school year.

Two "bonus" days shall be paid at the end of the spring term to each member who has missed no more than three work days during that term.

Two "bonus" days shall be paid at Christmas to each member who has missed no more than three work days during the fall term.

If the three "days lost" are not used, the part time guards should receive payment for these "days lost" at the end of the calendar year payroll. There will be no additional compensation if the "days lost" are paid during the year. This will begin starting January 1, 2013 for the remainder of the contract term.

B. Employees covered under this Agreement shall be entitled to all "short days" per month, non-accumulative. That is, in the event of shortened school days in the Hillsdale School District, the Crossing Guards will receive pay for a full day on such an occasion.

C. The Borough recognizes that the Crossing Guards' tours are established in concert with the normal school schedules of arrival, lunch break and dismissal. Therefore, the Borough will not alter those tours unless there are changes in the normal school schedule. This paragraph does not alter in any way paragraph A and B above.

D. Should a Crossing Guard Post be eliminated any reduction in the number of Crossing Guards will be based strictly on seniority. That is to say: last hired will be first to be dismissed.

Article VII

WAGES

A. The hourly wage rates for Crossing Guards shall be set forth subject to the following range:

2012 (0%)	2013 (1.5%)	2014 (2%)
\$13.51-\$24.72	\$13.72-\$25.09	\$13.99-\$25.59

B. Guards hired before January 1, 1995, shall receive increments of two percent of base salary, up to a maximum of 6 percent, as shown below:

<u>Years of Service</u>	<u>Increment</u>
5-10	2%
11-15	4%
15+	6%

C. However, no Guard's salary will be reduced because a higher increment was earned under a previous increment provision. Additional increments, however, will be earned according to paragraph F.

D. Guards hired after January 1, 1995, will not be eligible for increments.

E. All hours worked will be paid at the same hourly rate which the Crossing Guard normally earns.

F. Should a Crossing Guard be called to Jury Duty, (s)he will receive the normal daily pay and shall turn over to the Borough all "Jury Duty Pay."

G. If Crossing Guards are required to attend an annual preparatory meeting, they will be paid for two hours.

H. The Borough will pay for one Bereavement day each year. In addition, the employee will be allowed three additional Bereavement days without pay, without affecting Bonus Days (II, A). This Bereavement is only for members of the immediate family, spouse, children, parents, brother-in-law, sister-in-law, brother, sister, mother-in-law, father-in-law and grandparents.

Article VIII

UNIFORM ALLOWANCE

A. Each Crossing Guard will receive a clothing allowance of up to \$200.00 per year.

B. Upon a New Hire, part time or substitute, a waiting period of 30 days shall pass before the agreed clothing allowance is made available to each individual.

C. Raincoats and gloves shall be available at Hillsdale Police Headquarters for use by the Crossing Guards.

Article IX

EMPLOYEE DUTIES

A. Employees covered under this Agreement shall be assigned School Crossing Guard duties in accordance with the needs of the Borough.

B. Crossing Guards must, at all times during their work hours, be physically at their post and visible to the public, especially students, during their entire tours of duty.

Article X

HOLIDAYS

Employees shall be entitled to paid holidays at straight time, as follows:

1. Thanksgiving Day
2. Friday immediately following Thanksgiving Day.
3. Christmas Day
4. Good Friday

In no event shall such holiday pay be for any hours in excess of the amount of hours which an employee regularly works on a normal school day.

If a substitute guard is covering for a Part Time guard for the day before and the day after a "Paid Holiday," he/she should be paid for that day. The Substitute Guard shall work for 14 consecutive days leading up to the "Paid Holiday" and the day following the "Paid Holiday" to be paid for the "Paid Holiday."

Article XI

COMPLETENESS OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated and signed this Agreement.

Article XII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012, and shall remain in full force and effect to and including December 31, 2014. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred sixty-five (165) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hillsdale, New Jersey, on this 28 day of August 2012.

HILLSDALE CROSSING GUARDS
ASSOCIATION

BOROUGH OF HILLSDALE
BERGEN COUNTY NEW JERSEY

By: Arlene Meier (Pres)

By: [Signature]
MAX L. ARNOWITZ, MAYOR

Witness:

[Signature]

By: [Signature]
JONATHAN M. DE JOSEPH, CMFO