

AGREEMENT
BETWEEN
TOWNSHIP OF DOVER
AND
TEAMSTERS LOCAL 97
(CROSSING GUARDS)

July 1, 1996 through June 30, 1999

Citta, Holzapfel, Zabarsky & Leahey
A Professional Corporation
248 Washington Street
Post Office Box 4
Toms River, New Jersey 08754
(732) 349-1600

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PREAMBLE

This Agreement made this 10th day of August , 1999 by and between the TOWNSHIP OF DOVER, a municipality in the County of Ocean, State of New Jersey, hereinafter referred to as "Township" and "Employer" respectively, and TEAMSTERS LOCAL 97, hereinafter referred to as the "Union", and represents the complete and final understanding by the parties on all bargainable issues.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer(s) and its employees and to establish a basic understanding relative to conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer(s) recognized as being represented by the Union as follows.

ARTICLE I

UNION RECOGNITION

The Employer recognizes the Union as the exclusive representative as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all Crossing Guards employed by Dover Township, Ocean County, New Jersey by excluding blue collar employees, craft employees, police, professionals, deputy tax collector, first assistant tax assessor and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1974, confidential employees and all other employees.

ARTICLE II

JOB DESCRIPTIONS

- A. The Employer shall develop job descriptions which accurately reflect the duties to be performed by employees of the bargaining unit.
- B. Copies of all job descriptions, and revisions thereto, shall be furnished to the respective members of the unit and to the Union as soon as possible after they are prepared.

ARTICLE III

CHECK OFF

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law) the Employer agrees to deduct membership dues (and initiation fees where applicable).

B. The amount of monthly Union membership dues will be certified by the President or a Local 97 Representative of the Union in writing to the Employer of the Union. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a twenty (20) day period after such certification is received by the Employer.

C. The Union dues deducted from employee's pay will be transmitted to the office of Local 97 by check as soon as practicable after the first period in which the deductions were made and each month thereafter will be accompanied by a list showing the names of all employees for whom the deductions were made. A copy of this material will be sent to the local Treasurer.

D. Beginning November 1, 1982 all eligible employees who are not members of Teamsters Local 97 will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Prior to the beginning of each Agreement year, Local 97 will notify the Township, in writing, of the amount of regular membership dues, initiation fees and assessments charged by Local 97 to its own members for that Agreement year, and the amount of the representation fee for that Agreement year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Once during each Agreement year Local 97 will submit to the Township a list of these employees who have not become members of Local 97. After verification by the Township that these employees must pay the representation fee, the State will deduct the fee in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to Local 97 will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to Local 97 according to paragraphs B and C of this Article.

E. The Union agrees that it will indemnify and save harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE IV

MANAGEMENT

A. The Employer(s) hereby retain and reserves unto itself, 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. To the executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions within the Township, and in that regard to establish reasonable work rules. Such rules and regulations shall be equitably applied and enforced.
3. To suspend, demote, discharge or take any other disciplinary action for just cause according to law.

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities and practices, and the 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 such specific and express terms hereof are in conformance with the constitutional laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE V

NON DISCRIMINATION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin or political affiliation.

ARTICLE VI

MAINTENANCE OF WORK OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township'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 Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage slowdown, walk-out or other job action against the Employer(s).

C. The Union agrees 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 Union member shall entitle the Employer(s) 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 Employer(s) 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 Union or its members.

F. The Employer agrees that it shall not cause a lock-out.

ARTICLE VII

RULES AND REGULATIONS

- A. The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the various departments and maintenance of discipline. The Union shall be consulted prior to the promulgation of any new rules or regulations.
- B. In the event that any employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute a proper order of a Supervisor, the Employer shall have the right to suspend or discharge the offending employee or employees. Such disciplinary action by the Employer shall be grievable by the employee under the grievance procedure hereinafter set forth.
- C. If possible, disciplinary action taken against any employee shall be done in the privacy of an office so as not to interfere with the operations of the Department.
- D. Any employee shall have the right to request Union representation at any meetings established by the Employer which the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action.

ARTICLE VIII

CONDUCTING UNION BUSINESS DURING WORKING HOURS

- A. The Union shall neither solicit members nor conduct any Union business on Employer's property during Employer-assigned working schedules of either the representative of the Union or the employee involved, except for the following.
1. Collective bargaining.
 2. Time spent conferring with management on specific grievances as specified in the Grievance Procedure, hereinafter set forth.

3. Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of employee(s) involved, in which case, the observation will be held during standard working hours and not when employees are working on premium time.

B. An agent of the Union who is not an employee of the Employer may be permitted to visit employees during work hours at their work stations for the purpose of discussing specific grievances, as long as prior permission shall not be unreasonably denied.

C. Bulletin boards will be provided by the Employer at the first floor cafeteria of the police department for the use of the Union, for the sole purpose of posting Union announcements and other information.

ARTICLE IX

EMPLOYEES SERVING AS UNION REPRESENTATIVES

A. Designation of the Union representatives (including Union officers):

1. The Union shall advise the Employer in writing of the names of its representatives and their respective titles.

2. It is agreed that there shall be no more than two (2) such representatives in the bargaining unit at any one time attending State and National Union Institutes and Conventions during the term of this Agreement.

B. Excused absences for Union duties at Union request:

1. Upon the written request of the Union, the authorized representatives who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.

2. Such excused absence from work ordinarily shall be limited for all representatives in total to a cumulative period of ten (10) days in a calendar year, six (6) of which shall be with pay.

3. The Union agrees that they will notify the Employer at least five (5) working days in advance of any date requested pursuant to the terms of this Article.

ARTICLE X

SENIORITY

A. Seniority is defined as total length of unbroken service from date of last hire.

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules and selection of vacations. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.

2. In cases of promotions, seniority shall be a factor in designation the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.

B. An employee shall be deemed a probationary employee following his regular appointment to a permanent position during his trial period. Such trial period shall normally be for a duration of ninety (90) days. However, the Employer upon notification to the employee and the Union with reasons, no later than fifteen (15) days prior to the termination date of the aforementioned ninety (90) day period, may extend the trial period for sixty (60) days beyond the normal trial period of for a total of one hundred thirty-five (135) days. After the probationary period, employees shall be classified as permanent employees. An employee may be dismissed without recourse during the probationary period.

C. In the event of layoff and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

D. An employee having broken service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.

E. If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

F. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Employer shall furnish copies of same to the Union upon reasonable request.

G. In the event of a vacancy, for any reason, during any time of year, crossing guards shall have the opportunity to choose that post according to seniority. This choice is limited only to the first vacancy and shall not cause a ripple effect.

ARTICLE XI

GRIEVANCE PROCEDURE

A. The purpose of the grievance procedure shall be to settle grievances between the Employer and the employees covered by this Agreement, so as to insure efficiency and promote employees' morale. The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms and conditions of this Agreement, and may be raised by an individual, the Union or the Township.

Step One:

The aggrieved employee of the Union Representative at the request of the employee shall first discuss the grievance or dispute orally with the employee's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. Failure to act with ten (10) working day period shall be deemed to constitute an abandonment of the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

Step Two:

If within five (5) working days, the grievance is not resolved with the immediate supervisor, then the grievance shall be presented in writing to the Department Head. The Department Head shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within three (3) working days of the receipt of the written grievance.

Step Three:

If this answer does not resolve the grievance, it may be processed by the Union within five (5) working days, to the Clerk/Administrator of the Township of Dover, or his designee. The Clerk/Administrator of the Township of Dover, or his designee, shall meet with the Union Representative and respond in writing to the appropriate parties within five (5) working days after said meeting.

Step Four:

If the grievance is not settled to the satisfaction of both parties either party to the Agreement may within fifteen (15) working days of the transmittal of the written answer by the Clerk/Administrator request that the grievance be submitted to arbitration as hereinafter set forth.

B. Arbitration

The New Jersey State Board of Mediation or the American Arbitration Association, in accordance with their respective rules and regulations, shall be requested to arrange for the appointment of an arbitrator who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute with thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

C. Township Grievance

Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days after such meeting, either party may file within ten (10) working days thereafter for arbitration in accordance with this Article.

D. An employee shall have the right to Union representation at each and every step of the grievance procedure set forth in this Agreement.

ARTICLE XII

SAFETY AND HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions, and shall comply with federal and state laws relating to safety and health.

B. The Employer and the Union shall designate a safety committee to meet with Department Heads as the need arises to discuss and recommend rules and regulations relating to the safety of employees and the public.

ARTICLE XIII

UNIFORMS

- A. The Employer agrees to provide each Crossing Guard with a complete uniform in the same manner as is currently provided. Employees who currently possess uniform skirts may elect to have them replaced with uniform slacks. New employees may choose between a pair of uniform slacks or a skirt.
- B. Article or clothing provided by the Employer which become worn through normal use of uniform clothing shall be turned in to the Police Chief, or his designee, who shall determine if the item must be replaced.
- C. The Police Chief shall select an appropriate official Township patch which shall be furnished for the winter coat and summer jacket of each employee as is currently provided.
- D. The Township will pay the cost of dry-cleaning the employee's winter coat. The procedure for the cleaning will be decided by the Chief of Police.
- E. Each employee shall be provided each year with an identification (ID) card.
- F. The Union's committee shall have the right to consult with the representative of the Township concerning the selection of boots.

ARTICLE XIV

ASSIGNMENT OF PERSONNEL

- A. Prior to September 1st of each year the Employer shall develop and publish the school crossing schedules and locations for the upcoming school year.
- B. A copy of said schedule shall be posted on each Union bulletin board(s) in the Township designated for crossing guard notices.
- C. Prior to the start of each academic year, each crossing guard may submit to the Employer her/his preference for crossing guard assignment for the upcoming year. The Employer shall rank the bids for each location according to seniority.
- D. Assignments to particular crossing locations shall be made according to the preferences submitted, if any, and seniority, provided the employee has the ability to perform the work in a satisfactory manner.
- E. After having the initial opportunity to exercise one's seniority as described above, it cannot be exercised again until a vacancy occurs. In that event, if more than one person desires the vacant post, it shall be assigned according to seniority, provided the employee has the ability to perform the work in a satisfactory manner.

ARTICLE XV

WAGES

- A. Effective July 1, 1996, each member of the unit shall receive a wage increase of 3.0%.
- B. Effective July 1, 1997, each member of the unit shall receive a wage increase of 3.0%.
- C. Effective July 1, 1998, each member of the unit shall receive a wage increase of 3.0%.

ARTICLE XVI

SNOW DAYS

- A. A crossing guard who reports to duty on a day in which Township schools have been closed due to a snow emergency shall be entitled to compensation for the day provided the guard made a reasonable and good faith effort to determine in advance whether or not Township schools would be open. Reasonable effort under this Article shall include, but not be limited to, listening to W.O.B.M., or such other radio station designated by the Township for snow closing announcements, and calling the Police Department Safety Bureau.
- B. Effective the 1987-88 school year, crossing guards shall be entitled to one (1) paid snow day per school year, if the schools are closed due to a snow emergency. This benefit shall be limited to one (1) day per school year, regardless of the number of days the schools are closed due to snow during that school year. If the schools are not closed due to snow during a school year, the one (1) snow day shall not be carried over to the following school year.
- C. Effective 1990-1991 school year, crossing guards shall receive one (1) additional snow day.
- D. Effective 1991-1992 school year, crossing guards with five (5) or more years of experience shall receive one (1) additional snow day.

- E. If any school is closed due to an emergency, other than a snow emergency, all scheduled full-time crossing guards shall be paid their normal full day's pay.

ARTICLE XVII

INJURY LEAVE

- A. Employees shall be granted injury leave with pay for job related injuries up to a maximum of nine (9) months.
- B. Injury leave may be extended for an additional three (3) month period in cases of proven medical need verified by the submission of acceptable medical evidence.

ARTICLE XVIII

BEREAVEMENT LEAVE

In the event of the death of a member's immediate family, defined as mother, father, husband, wife or child, the member shall be entitled to two (2) days bereavement leave. This leave shall be granted only during the period of time school is in session. However, permanent crossing guard employees who are actually working a summer schedule as crossing guards will also be eligible.

ARTICLE XIX

WORKERS' COMPENSATION

- A. When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of disability only in accordance with Article XVII - Injury Leave.

B. When an employee receives his Workmen's Compensation check, which shall be made payable to both the employee and the Employer, he shall endorse the check and forward it to the Employer.

ARTICLE XX

LEAVE OF ABSENCE

A. All employees shall receive military leave in accordance with state and federal statutes.

B. Employees shall have the right to request an unpaid leave of absence for a period not exceeding thirty (30) days subject to the approval of the Police Chief and Township Committee. This leave is subject to renewal for a period not exceeding thirty (30) days, subject to the approval of the Police Chief and Township Committee.

The denial of a request for a leave of absence shall not be subject to arbitration. However, the Township agrees to state its reasons in denying such a request in writing.

C. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for that employee's job classification.

D. Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained and not accumulate during any other leave.

ARTICLE XXI

HOSPITAL AND MEDICAL INSURANCE

A. Crossing guards may elect to obtain the hospital and medical insurance benefits available to other Township employees by paying for such program on an individual basis.

B. The Township shall make available to the Union and interested members of the unit the details as to coverage, cost and method of payment for such insurance.

ARTICLE XXII

SAVINGS CLAUSE

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 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 XXIII

TERMINATION AND EXTENSION OF AGREEMENT

A. The terms of this Agreement shall be from July 1, 1996 through June 30, 1999.

B. In the absence of written notice given no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as the appropriate notice is given prior to the annual expiration date.

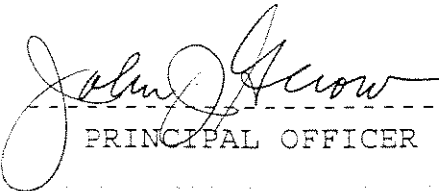
ARTICLE XXIV

COMPLETENESS OF AGREEMENT

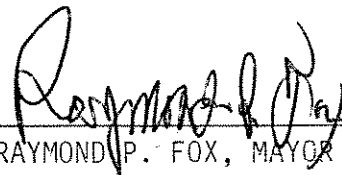
This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this 10th day of August 1999.

TEAMSTERS LOCAL 97


PRINCIPAL OFFICER

TOWNSHIP OF DOVER


RAYMOND P. FOX, MAYOR

ATTEST;


BARBARA A. IASILLO, CLERK/ADMINISTRATOR