



AGREEMENT  
BETWEEN  
BOROUGH OF CARTERET  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY  
CROSSING GUARDS

EFFECTIVE DATE: JANUARY 1, 2009  
EXPIRES: DECEMBER 31, 2012

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## AGREEMENT

Agreement entered into by and between the Borough of Carteret, hereinafter referred to as the "Borough" or the "Employer" and Teamsters Local 97 of New Jersey, AFL-CIO hereinafter referred to as the "Union" or "Local 97".

The effective date of this Agreement is January 1, 2009 to December 31, 2012.

## ARTICLE I RECOGNITION

The Employer recognizes Local 97 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment, for all of its Crossing Guards.

## ARTICLE II DUES –DEDUCTED FROM CHECK

1. The Borough agrees to deduct Union membership dues each month, from the pay of those employees who request, in writing, that such deduction be made. The amounts deducted shall be certified to the Borough by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Borough, and in accordance with the provisions of N.J.S.A. 52:14-15.9e; as may be amended. Such revocation

shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filled.

3. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by notice of the Union to the Borough or in reliance upon the notification of the Union.

4. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

5. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

6. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

7. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union, as provided for by law. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

8. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards, or the fair share assessment information as furnished by the Union to the Borough or in reliance upon the notification of the Union.

### ARTICLE III

#### HOURS OF WORK

Employees' hours of work shall consist of and be guaranteed at four and one-half (4½) hours for each day employee is scheduled to work. From Monday to Friday, during the school year, employees will be paid whenever school is closed or no students are present. In addition, Christmas, Christmas Eve and New Year's Day, regardless of which day of the week these days fall on.

Employees hired after 1/1/04 will only be paid for days actually worked. Employees shall work on each day that the Carteret Public School System is open for classes.

ARTICLE IV  
WAGES

Employees hired or promoted to full-time on or after 1/1/04

	<u>Per Hour</u>
Start Rate	\$ 8.00
After 6 mos.	8.50
After 12 mos.	9.00
After 18 mos.	9.50
After 24 mos.	10.00
After 36 mos.	10.50
After 48 mos.	11.00 (new top rate)

Those employees who are at TOP RATE with a minimum of 48 months of service shall receive across the board increases of:

- .50 cents per hour for year one of the contract
- .50 cents per hour for year two of the contract
- .50 cents per hour for year three of the contract
- .50 cents per hour for year four of the contract

It is mandatory that all Crossing Guards work their assigned post when after school programs are scheduled. The Crossing Guard's hours will be altered to maintain their 4 ½ hour work day.

ARTICLE V  
MISCELLANEOUS

Any shortage on the paycheck of any employee, amounting to less than (ten) \$10.00 dollars shall be rectified on the next paycheck.

ARTICLE VI  
GRIEVANCE PROCEDURE

1. Any grievance, within the meaning of this Agreement, shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties, involving interpretation or application of any provisions of this Agreement.

2. An aggrieved employee shall present his/her grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event of such grievance, the steps, hereafter set forth, shall be followed:

Step 1. The employee and the steward, or the employee individually, but in the presence of a steward, shall take up the complaint with the immediate Supervisor. In the event the complaint is not satisfactorily resolved within ten (10) working days, the employee or the steward may forward the grievance to the next step in the procedure.

Step 2. The Steward will discuss the grievance with the Borough Councilmember in charge of the department involved. In the event the grievance is not satisfactorily adjusted within ten (10) working days, the grievance may be appealed at the next step.

Step 3. The Union representative and the Mayor and Council or any such designated person shall meet to discuss the grievance within thirty (30) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within thirty (30) working days, the grievance may be taken to arbitration by either party, upon written notice to the other party.

ARTICLE VII  
ARBITRATION

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Borough and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of arbitrators in accordance with the procedures of the agency selected.

2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument.

3. Expense for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

4. Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned. Any such agreement for time extension shall be in writing.



ARTICLE VIII  
HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
M.L. King's Birthday	General Election Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veterans' Day
Memorial Day	All Day Christmas Eve
Labor Day*	Christmas Day
Employee's Birthday	

\*If school year begins before holiday.

Employees hired or promoted to fulltime after 1/1/09 shall be entitled to the following holidays:

New Year's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Veterans' Day	Memorial Day
Christmas Day	Christmas Eve

and 2 Personal Days

1. Holidays shall be observed on same day as school closing.
2. It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following the said holiday, unless a reasonable excuse is given for absence.
3. Employees hired after 1/1/04 must have six (6) months of consecutive service before being entitled to paid holidays. In addition employees hired after 1/1/04 shall not receive paid holiday for Election Day, Employee's Birthday or Labor Day.

ARTICLE IX  
VACATIONS

1. The Borough shall grant all employees, covered by this Agreement, a total of two (2) weeks vacation per year, not to exceed ten (10) days. Employees hired after 1/1/04 shall only be entitled to vacation pay after five (5) years of service.

2. Every employee covered by this Agreement shall take one week's vacation during the Christmas shutdown and one week's vacation during the Easter shutdown, as outlined by school requirements.

3. Vacation pay shall be at the same rate of pay currently in effect at time of vacation of each employee.

4. Whenever practical and reasonable, vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

ARTICLE X  
PERSONAL DAYS

1. Four (4) personal days, with pay, will be granted to all employees covered by this Agreement, provided the employee gives at least two (2) working days notice of intent to utilize a personal day. Employees hired after 1/1/04 shall be entitled to only two (2) personal days. In the event of an emergency, the Employer shall make every effort to grant a personal day.

2. Payment of regular day's pay shall be granted during the school year if school(s) is closed due to inclement weather, and/or in the event of an unforeseen disaster/emergency that would have an effect within the Borough and would prevent the employees of Carteret, Crossing Guards from coming to work.

## ARTICLE XI

### SICK LEAVE

1. All employees on the payroll as of January 1<sup>st</sup> of each year who have one full year of service shall receive sick pay as follows: 5.5 hours per month, accumulated at 10 months per year, for a total of 55 hours per year.

2. Borough employees, covered by this Agreement, shall receive fifty (50%) percent cash payment of all accumulated sick leave on retirement to a maximum amount of \$15,000.00. Employees hired on or after January 1, 1994 shall be entitled to receive case of fifty (50%) percent of all accumulated sick leave on retirement to a maximum of \$15,000.00. In the event of an employee's death, the accumulated unused sick leave entitlement at the time of death shall be paid to his/her beneficiary.

3. Employees hired on or after September 1, 2000 shall be subject to a sixty (60) day probationary period during which they shall not receive sick days; upon successful completion of the probationary period the employee shall be entitled to five and one-half (5½) hours of sick time for each month of service starting with the third month of employment (i.e. an employee may take time beginning in month four of employment).

4. Sick Leave, Crossing Guards will have the option to "sell-back" up to eight (8) sick days per year provided they have a minimum of five (5) banked sick days to the extent funds are available.

5. Employees hired after 1/1/04 shall receive sick pay as follows: after one full year of service, and each year thereafter shall be entitled to 20 hours of accumulated sick time upon their annual anniversary date of hire. Upon retirement, employees hired after 1/1/04 shall be entitled to receive 50% up to \$7,500.00.

## ARTICLE XII

### BEREAVEMENT PAY

1. In case of death in the immediate family of any employee, four (4) days leave of absence with pay shall be granted to arrange or attend funeral services.

2. Leave of absence shall mean four (4) working days, from the day of death.

3. Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grandchildren.

4. These four (4) days shall not be charged to sick leave benefit of any employee.

5. One (1) day shall be granted with pay in case of death of any other relative to arrange or attend funeral service.

## ARTICLE XIII

### SENIORITY

1. Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or termination. The principles of seniority and promotion from within shall be the guiding factor in relations between the parties, but any employee assigned to do a particular job must be able to demonstrate an ability to do the job required.

2. All job openings must be posted for five (5) working days. Copies of all job postings shall be given to the Local Union President.

3. All employees who work at a job which pays a higher rate of pay than their own, shall receive the higher rate of pay for the time worked at the higher classification. Seniority dates apply only to full time employment.

ARTICLE XIV

CLOTHING ALLOWANCE

Annual Maintenance Allowance of \$450.00 per year for uniforms and \$100.00 per year for shoes.

For term of contract employees are entitled to an additional \$100.00 clothing allowance per year if documented receipts meet or exceed total of \$650.00 for uniforms and shoes in the calendar year.

ARTICLE XV

LONGEVITY

Employees covered by this Agreement who have five (5) or more years of service with the Borough of Carteret and were hired prior to 1/1/04 shall be entitled to a flat lump sum longevity payment in the amount of:

5-9 years	\$150.00
10-15 years	500.00
16-20 years	750.00
21 years and up	1,500.00

Employees hired after 1/1/04 will not be entitled to longevity.

## ARTICLE XVI

### DISCIPLINE

No employee shall be disciplined, except for just and proper cause, as follows:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

1. In any instance where an employee is subject to disciplinary action, which would result in lost time, except where violence and/or health and safety or other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days, subsequent to the date of the incident involved. During such three (3) days, the two sides shall meet to try and resolve the matter.

2. No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing along with specifications shall be furnished to the employee, with a copy to the Union President and the Council office. The employee shall be entitled to representation at any such hearing by the Union President, Union Steward and Local 97 Representative.

3. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

4. Any suspension in excess of five (5) days, or any removal of an employee, maybe appealed to Civil Service.

ARTICLE XVII

INSURANCE

SINGLE COVERAGE ONLY

1. Employees hired prior to 1/1/04 shall contribute \$10 per pay period for major medical and 15% dental.
2. Employees hired after 1/1/04 shall continue to pay 10% of their major medical and 15% dental.
3. Employees hired or promoted to full time after 1/1/09 shall pay 15% of their major medical and 15% dental.
4. All employees that are afforded major medical through the NJ SHBP shall participate in the NJ Direct 15 plan or any of the offered HMO's through the NJ SHBP- for employees hired or promoted to full-time after the 2009 CY, if an employee selects NJ Direct 10 then they shall pay the difference between NJ Direct 10 and NJ Direct 15 plus their applicable coinsurance.
5. At the Borough's sole discretion it may obtain benefits through the NJ SHBP plan, the Teamsters Local 97 Benefit Fund, or another substantially similar plan with the applicable coinsurance for all bargaining units.
6. At the eligible employee's sole choice, he/she may opt out of medical, annually and participate in the Borough's established Sec. 128 Cafeteria Plan (buyout plan) pursuant to applicable law.

Municipal Contribution

Prescription vision

1/1/2009 - \$205    1/1/2010 - \$221    1/1/2011 - \$240

Prescription-vision-dental

1/1/2009 - \$254    1/1/2010 - \$275    1/1/2011 - \$298

## ARTICLE XVIII

### LOCATION BID

The Borough shall offer to the employees the selection of station locations. The Police Chief, or the Superior Officer in charge of the Crossing Guards, shall review the assignment of station locations based upon efficiency and the sound operation of the Police Department.

Seniority will be considered in making the selection of location assignments. When making or changing location assignments, the Police Chief, or his designee, shall consider documented verbal warning(s)/reprimand(s) or written warning(s)/reprimand(s) issued to a Crossing Guard where the Officer believes that the same resulted from conduct unbecoming of a Crossing Guard, or which may have effected the safety of the children under the guard's care in any way or the proper operation of a particular assignment location.

## ARTICLE XIX

### NEW EMPLOYEES

Employees hired on or after September 1, 2000 shall not be entitled to receive sick or vacation time, nor be eligible for eyeglass coverage and prescription coverage unless and until they have successfully completed a sixty (60) day probationary period. Additionally employees shall be eligible for dental coverage after one (1) year of service and medical coverage after five (5) years of service. Benefit contributions must be made three (3) months prior to the first day of eligibility.



ARTICLE XX  
YEARS OF SERVICE

For the purpose of calculating years of service under this agreement the following definition shall apply; a year of service shall be ten (10) consecutive months of employment during a school year (e.g. September 2008 through June 2009).

ARTICLE XXI  
RANDOM TESTING

The Borough reserves the right to establish and implement a random drug and alcohol testing program similar to that in effect for the Carteret Police Department.

ARTICLE XXII

DURATION

This Agreement shall be in effect from January 1, 2009, up to and including December 31, 2012, and thereafter until terminated or amended by either party giving the other party sixty (60) days' prior written notice of its intent to terminate or amend prior to December 31, 2012. The party giving such notice shall submit, in writing, any proposed amendments it desires.

IN WITNESS WHEREOF, the parties have set their hands and seals this

26<sup>th</sup> day of March 2010

TEAMSTERS LOCAL 97  
OF NEW JERSEY

John J. Heron  
By: \_\_\_\_\_  
Title President

Patricia Duasda  
Business Agent

[Signature]  
\_\_\_\_\_  
Eileen Perry  
\_\_\_\_\_

BOROUGH OF CARTERET

[Signature]  
Daniel J. Reiman, Mayor

Kathleen M. Barney  
\_\_\_\_\_  
\_\_\_\_\_