



AGREEMENT

-Between-

TEAMSTERS LOCAL 11
International Brotherhood of Teamsters

-And-

TOWNSHIP OF GUTTENBERG
Violation Officers, TEO's and Crossing Guards

January 1, 2021 through December 31, 2023

Michael Curcio
President/Principal Officer

Elizabeth Williamson
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

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THIS AGREEMENT made on this 14th day of April, 2021, by and between the TOWN OF GUTTENBERG, located at 6808 Park Avenue, Guttenberg, New Jersey, hereinafter referred to as the "EMPLOYER", and TEAMSTERS LOCAL NO. 11, a labor organization, with its principal place of business at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH

WHEREAS, the Union has presented proof that it represents violation officers, (full time and part time), and crossing guards excluding all office, clerical, supervisory employees, and all others, and

WHEREAS, the Town of Guttenberg by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for violations officers, (full time and part time), and crossing guards excluding all office, clerical, supervisory employees, and all others of the Town of Guttenberg.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1- RECOGNITION

Section 1. The Town of Guttenberg hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed as violation officers (full-time and part-time) crossing guards, and traffic enforcement officers (full-time and part-time) excluding managerial executives, confidential employees and supervisors within the meaning of the Act, police and fire employees, craft employees, professional employees, employees in other negotiation units and all other employees employed by the Town of Guttenberg.

Section 2. The bargaining unit shall consist of violation officers (full time and part time), and crossing guards, and traffic enforcement officers (full-time and part-time) but excludes all office, clerical and supervisory employees, and all other employees of the Town of Guttenberg.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to the violation officers (full-time and part-time) and crossing guards.

ARTICLE 2-CHECK-OFF OF UNION DUES

Section 1(a). The Employer hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 2:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Voluntary Representation Fee.

(a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the Town in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.

(c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Town a list of employees who have not become members of the Union for said membership year.

(d) The Town will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

i. Within twenty-one (21) days after receipt of the aforesaid list by the Town; or

ii. Thirty (30) days after the employee begins his/her employment in the Union, unless the employee previously served in the Union and continued in the employ of the County in a non-Union position, or was on layoff, in which event the deductions will begin the first

paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.

(e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(f) The Union will notify the Town in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Town received said notice.

(g) On or about the last day of each month, the Town will submit to the Union a list of all employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

(h) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Town shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.

(i) The Union shall hold the Town harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

ARTICLE 3-HOURS OF WORK

Section 1. Violations Officers shall work an eight (8) hour day, inclusive of one (1) hour unpaid lunch, on a five (5) day schedule, Monday – Sunday, as assigned by the Department of Public Safety.

Full-Time and Part-time Violation Officer: The hours of work shall coincide with the shift of the Town's Patrol Officers (currently 6:00 am to 2:00 pm; 2:00 pm to 10:00 pm; and 10:00 pm to 6:00 am), with no less than 4 hours of work per shift. Full-time violation officers shall receive a one (1) hour unpaid lunch.

Part-Time Violation Officers can be pulled to be crossing guard with one 15-minute break in the morning, to a maximum work week of twenty-nine (29) hours. Full-time violation officers shall receive a half-hour unpaid lunch and 30-minutes paid provided they work.

Part-Time Crossing Guards: 20 total hours per week
7:00am-9:00am (Monday-Friday)
2:30pm-4:30pm (Monday-Friday)

Section 2. Overtime - Any hours worked over forty (40) hour work week shall be compensated at time and one-half. Hours worked which are more than 35, up to and including 40 hours, shall be paid at straight time.

Section 3. Crossing Guards - Crossing guards shall work when schools are in session. Crossing Guards shall be scheduled to work two (2) hours at the start of the school day and two (2) hours at school dismissal. At the time of execution of this Agreement, the hours are from 7:00am to 9:00am and 2:30pm to 4:30pm. The Town reserves the rights to modify these hours based on scheduled hours established by the school administration and on shortened school days. The Town reserves the right to add additional scheduled hours in the event of changes in operation. (For example, the release of students to leave school at lunch) Crossing Guards shall only be paid for actual time worked.

Section 4. For all employees, the first ninety (90) days shall be a probationary period.

Section 5. During the probationary period, the Town may let an employee go for any reason, which decision shall not be subject to the grievance or arbitration.

ARTICLE 4-GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

Section 3. Procedure

a. Failure to any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within ten (10) working days thereafter give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

d. If the decision given by the Director of the respective Department involved to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Business Administrator, within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

e. In the event the grievance is not satisfactorily settled by the meeting between the respective Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

The annual decision to appoint or not reappoint an employee shall be the sole and absolute discretion of the Town. The annual decision to not reappoint an employee shall not be subject to arbitration; if the law changes to permit arbitration, the Union shall have the right to reopen negotiations on this point to negotiate the right to submit to arbitration the decision to not reappoint employees who have ten (10) years or more of employment with the Town.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

ARTICLE 5-PROBATIONARY PERIOD

Section 1. The first ninety (90) days of employment for all new employees shall be considered a probationary period. Effective upon execution of this Agreement, the starting salary for new employees shall be as set forth in the salary schedule set forth in Article 16 of this Agreement. After successful completion of the probationary period, the employees date of hire shall be used for all purposes except for salary shall be based on the salary schedule set forth in Article 16.

Section 2. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during this probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 6-JOB VACANCIES, NEW JOBS CREATED

Section 1. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

Section 2. If a new job is created pursuant to Section 1, it shall be posted for at least two (2) weeks and employees may apply. The Town may temporarily fill positions during the posting period and/or until a qualified candidate is appointed.

ARTICLE 7 - PAYROLL

Section 1. Employer reserves the right to modify the payroll program including but not limited to the institution of a bi-monthly payroll (24 pays) schedule provided all other Town employees are paid on this schedule. If the Employer modifies the payroll program, Employees and the Union shall be given not less than thirty (30) calendar days' prior notice before the implementation of such program.

ARTICLE 8-HOLIDAYS

Section 1. Full-time violations officers shall be entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther King Jr's Birthday	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 2. Part-time Crossing Guards shall be entitled to the following six (6) holidays:

(to be paid at the same daily number of hours as regularly worked):

NJEA Convention (2 days - Thursday; Friday)

Thanksgiving

Day after Thanksgiving

Memorial Day

Teacher in-service training (1 day only regardless of the number of teacher in-service days)

These payments shall be paid to crossing guards scheduled to work during the weeks that these holidays occur.

Section 3. If a paid holiday falls on a Saturday or Sunday, it will be observed in accordance with the teachers' calendar for crossing guards.

For full-time violations officers, if a paid holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.

Section 4. If a paid holiday occurs while an employee is on an approved vacation or sick leave, he/she shall not have that holiday charged as vacation or sick leave.

Section 5. All hours worked on a holiday, shall be compensated by holiday pay plus time and one-half for all hours worked.

ARTICLE 9 – SICK DAYS

Section 1. Full-time violations officers, after completion of probation, shall be entitled to one (1) sick day for every month of service during the first year of service.

Section 2. After one (1) year of full-time service, full-time violations officers shall be entitled to twelve (12) sick days per year.

Section 3. All full-time and part-time employees covered under this Agreement will be paid out up to forty (40) hours of unused sick time at the end of each contract year.

Section 4. All employees are required to notify their supervisor no less than one (1) hour before his/her start time if he/she is to be absent due to illness.

Section 5. Any absence of more than two (2) consecutive days must be certified by a written statement from the employee's physician. The Town reserves the right to request a medical certificate for an absence of one (1) day and/or if abuse is suspected.

Section 6. The Town reserves the right, at any time, to send an employee for an examination by the Town's physician prior to an employee returning to work.

Section 7. The Employer will follow the New Jersey Earned Sick Leave Law.

ARTICLE 10 - PERSONAL DAYS

- Section 1. All full-time violations officers shall be entitled to two (2) personal days per calendar year. The procedure for requesting and taking the day shall be consistent with the procedure for all other Town employees. The day shall not be cumulative and shall be lost if not used by the end of the year. Part-time violation officers shall be provided with one (1) day's paid time off (PTO day) to use at their discretion. The procedure for requesting the PTO day shall be consistent with the procedure for all other Town employees.
- Section 2. Full-time violations officers shall only become eligible for personal leave after six (6) months of employment.

ARTICLE 11 - VACATIONS

- Section 1. The Town shall grant full-time violations officers vacation leave, with pay, in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
After one (1) year	Five (5) days
After two (2) years	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (15) years	Twenty (20) days
After twenty-five (25) years	Twenty-five (25) days

- Section 2. The Town agrees that in the event of a full-time violations officer voluntarily leaves the employ of the Town before the vacation period, the employee shall be compensated for the prorated number of days accrued up to the date of departure.
- Section 3. Vacations shall be scheduled according to past practice.
- Section 4. Vacation shall not be carried over from one year to the next year. Vacation not taken in the year earned shall be forfeited.

ARTICLE 12 – FUNERAL LEAVE

All full-time and part-time employees covered under this Agreement will be granted three (3) days off with pay at the employee's straight time rate in the event of the death of an employee's spouse, child, parent, parent-in-law, sister, brother, grandparent, brother-in-law, sister-in-law, stepchild, or other family member living in the employee's household. The Town reserves the right to verify the legal relationship of the family member to the employee. Funeral leave shall be used only at the time of the death of the immediate family member listed herein.

ARTICLE 13 – HEALTH BENEFITS

Section 1. Chapter 78 – S.H.B.P. (State Health Benefit Plan)

The Town will provide coverage for each full-time violations officers and the member's dependents utilizing the State Health Benefits Program (SHBP) and shall offer all plan to full-time violations officers as permitted by SHBP or an equal or better plan at the Town's option. The Town will provide the optional SHBP prescription drug program or an equal or better plan to the members of this unit.

The Town will maintain a dental program and eyeglass program equivalent to the coverage provided other municipal employees.

Section 2. The benefits of this Article shall be provided to full-time employees after the first ninety (90) days of employment. The minimum numbers of hours to be worked to be eligible for health benefits shall be as provided for by the statute and/or regulation. (at the time of execution of this Agreement, the minimum hours required to be eligible for health benefits is thirty-two (32) hours per week.)

Section 3. The Town reserves the right to change insurance carriers provided coverage is equal to the above-mentioned benefits.

Section 4. Hospitalization benefits for retirees shall be as currently set forth in Town Resolution 076-95, adopted by the Town, July 19, 1995, as same may be amended by resolution of the Town Council.

Section 5. Employees are responsible for the contribution per pay period for health and prescription coverage as required by the State of New Jersey. Such contributions shall be deducted from the employees' paychecks.

ARTICLE 14 – NON-DISCRIMINATION CLAUSE

There shall be no discrimination by the Town or the Union against an employee on account of race, color, creed, sex, national origin, or age. There shall be no discrimination, interference, restraint, or coercion by the Town or any of its representatives against any of the employees covered under this Agreement because of their membership in the Union of because of any lawful activities by such employee on behalf of the Union.

ARTICLE 15 – SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by a court or a 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 16 – WAGES

Base salaries for full-time and part-time violations officers and part-time crossing guards shall be as follows:

1/1/2021 to 12/31/2021	2%
1/1/2022 to 12/31/2022	2.25%
1/1/2023 to 12/31/2023	2.50%

If an employee is hired after 1/1/2021, the starting rate shall be \$13.50 per hour. After the 90-day probationary period, they will be increased to \$15.00 per hour.

1/1/2022 to 12/31/2022	2.25%
1/1/2023 to 12/31/2023	2.50%

In January 2021, all employees covered under this Agreement with four (4) years or more of service will receive a onetime payout of \$300.

\$0.25 per hour additional for night differential shift (10pm-6am)

ARTICLE 17 - SENIORITY

- Section 1.** Seniority is defined as the total length of service of an employee with the Town commencing with his/her initial date of hire.
- Section 2.** Separate seniority lists for a.) Violations Officers and b.) Crossing Guards shall be made available annually to the Union showing the date of hire, or last date of rehire, for all employees in the Bargaining Unit. Part-time employees shall be separate from full-time employees. Seniority shall prevail in layoff and recall.
- Section 3.** An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered as having seniority as of the initial date of hire. The probationary period shall be ninety (90) days.
- Section 4.** The Town shall provide written notification to the Union of any new hire.

ARTICLE 18 - MANAGEMENT RIGHTS

Section 1. The Town 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:

- a. To the executive management and administrative control of the Township and its properties and facilities and the activities of its employees.
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees subject to the posting and bidding procedures of this contract.
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, and in keeping with the negotiated and agreed to terms and conditions of this contract.

Section 2. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township, its powers, rights, authority, duties and responsibilities under state, county or local laws or ordinances.

Section 4. The Town retains the right to establish work rules and disciplinary procedures not inconsistent with the terms of this Agreement.

Section 5. No lockout of employees shall be instituted by the Municipal Employer during the terms of this Agreement. The Union agrees that during the terms of this Agreement, neither the Union nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of, or interference with the normal work of the Municipality. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall notify those members so engaged to ceases and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Municipal Employer.

Section 6. The Town retains the right to assign employees to such work as is appropriate by the Operations Manager or the Director's Designate. It is understood that the purpose of this section is to continue the flexibility of the Employer in providing job assignments.

ARTICLE 19 - UNIFORMS

Employees shall be required to wear the uniforms and safety equipment provided by the Town.

List of uniforms and safety equipment provided:

Crossing Guards

4 pants
2 short sleeve shirts
2 long sleeve shirts
1 Spring jacket
1 rain coat
Gloves
Vest
Hat
1 winter jacket
STOP sign
Handwarmers
Radio

Violations Officers

11 pants
6 short sleeve shirts
5 long sleeve shirts
1 Spring jacket
Hat for Summer and Winter
Rain coat
Handwarmers
1 winter jacket
Radio
1 flashlight
3 pairs of shorts

All full-time and part-time crossing guards and violations officers will be given an allowance of \$100.00 per year for the purchase of black boots and/or black walking shoes with receipt. All violation officers working after 10:00 am shall be provided with a radio and a reflective safety vest.

ARTICLE 20 - DURATION OF AGREEMENT

THIS AGREEMENT shall be for a term of three (3) years commencing on January 1, 2021 and terminating on December 31, 2023. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of the Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, notifications for a new Agreement shall begin promptly, but not sooner than sixty (60) days prior to the expiration of the then current period and shall continue until a new Agreement is reached. During such negotiations, this Agreement shall remain in full force and effect.

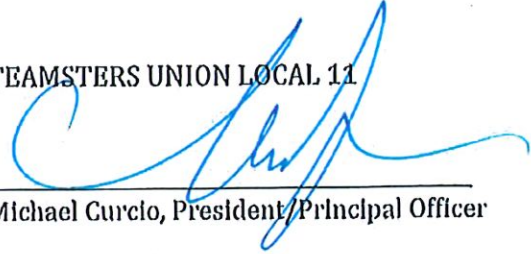
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

TOWN OF GUTTENBERG



Honorable Wayne Zitt, Mayor

TEAMSTERS UNION LOCAL 11



Michael Curcio, President/Principal Officer

5/7/21

Date



Elizabeth Williamson, Secretary Treasurer

ATTEST:

 5/7/21

Albert Cabrera, Town Clerk



Cosmo Cirillo, Town Administrator



Nancy Rivera, Violation Officer



Brian Dee, Crossing Guard