COLLECTIVE BARGAINING AGREEMENT
COVERING (SCHOOL TRAFFIC GUARDS)

BETWEEN

TEAMSTERS LOCAL UNION NO. 469
3400 HWY. 35 SUITE # 7
HAZLET, NJ 07730

AND

BOROUGH OF POINT PLEASANT
2233 BRIDGE AVE.
POINT PLEASANT, NJ 08742

January 1, 2008 through December 31, 2011

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This Bargaining Agreement, between, The Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Employer," and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters (School Traffic Guards).

Witnessed that, for and in consideration of mutual covenants hereinafter set forth, the parties agree as follows:

I. Statement of Principles

A. That Employer has heretofore recognized the Union as the sole and exclusive bargaining representative of all crossing guards, exclusive of all other employees.

B. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1 et seq., to negotiate with the Union as the said representative and to provide orderly and peaceful proceedings for presenting employee grievances and proposals.

C. That it is the intention of the parties to memorialize by this Contract the terms of employment between the Employer and the Union so as to reduce to writing current pay scales, working hours and other terms of employment, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.

D. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States.

E. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and 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 of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

F. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both the parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

G. The term of this Contract shall be from January 1, 2008, through December 31, 2011.

H. This Agreement shall be binding upon the parties hereto for the term of the Contract as specified in Section 7 above.

II. Negotiating Procedure

A. In negotiations for a future Contract, good faith efforts shall be made to conclude an Agreement within a reasonable period of time.

B. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make further counter proposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.

III. Grievance Procedure

A. A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

B. An aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence or such grievance shall be deemed waived.

C. The procedural steps for considering and resolving grievances are as follows:

Step 1. The designated representative of the Union shall present and discuss the grievance or grievances orally with the Police Chief or his designated representative, and the Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2. If the grievant and/or the Union is not satisfied with the results of Step 1, then, within five (5) calendar days the grievant or the Union must deliver the grievance in writing to the Borough Clerk who shall have three (3) work days in which to arrange a meeting between the grievant and a member of the Union, or the grievant individually but in the presence of a member of the Union, and the Municipal Administrator. The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.

Step 3. If the grievant, and/or the Union is not satisfied with the results of Step 2 and the grievance applies only to the specific terms of this locally negotiated written Agreement, then the Union, no later than the twenty first (21st) calendar day after submitting it to the New Jersey Public Employment Relations Commission to be resolved by binding arbitration in accordance with its rules and regulations.

D. The Arbitrator, appointed by the New Jersey Public Employment Relations Commission, shall have no authority to add to or subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations of the appropriate state agency, or state statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement.

IV. Salaries and Pay

A. Hourly wage rates are to be increased by 4% each January 1st of each contract year. The hourly rate of pay for Crossing Guards shall be as follows:

Contract Year	First Year	After First Year of Service
2008	$17.04	$17.70
2009	$17.72	$18.41
2010	$18.43	$19.15
2011	$19.16	$19.91

B. The hourly schedule in effect for the school year is amended as herein provided. The Borough agrees to negotiate prior to implementing a reduction in hours.

C. The Catherine Street Post shall remain a two (2) hour Post. This applies to both current and future employees.

D. Change in post hours;

1. New Hires; For employees hired after ratification all posts' mid-day post hours will be eliminated, effective as of the ratification of this agreement for new hires (employees hired after ratification). New hires shall be paid a minimum of four (4) hours for all posts.

2. Current Employees; For employees employed at the time of ratification including substitute Guards the new schedule (without mid-day coverage) shall be effective school year 2009 – 2010. There will be no loss of hours for current employees. Current Guards shall be grandfathered. For such employees the current minimum hours for each post shall be attached to the agreement and shall remain the minimum hours for current employees (employees employed at the time of ratification). Current employees shall not lose any hours and shall continue to receive the current minimum hours for each post. The Borough may adjust the post hours of coverage as provided for herein, after the ratification of this agreement, to eliminate the mid-day coverage, by increasing the morning and afternoon post hours for current employees.

3. As an example; a current employee that is working a four and one half (4 ½) hour post shall continue to receive four and one half (4 ½) hours. If that current employee some time in the future were to pick a post that paid six (6) hours that employee would be paid the six (6) hours.

D. Guards will be paid for travel time between the post and Borough Hall when they punch in and out.

E. If legally permissible and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical insurance plans at the group rate.

F. In the event the school system declares a snow day (s) or in the event the school system declares an early closing due to an emergency the members of the bargaining unit who are on duty shall receive their normal full day's pay.

G. When a Substitute Guard is called in for a day to replace a regular School Traffic Guard, said Substitute would be paid as if having served on that post for the day.

H. Guards shall receive a statement of their accrued sick and vacation time with each paycheck.

V. Longevity

A. Crossing Guards hired prior to January 1, 1997, shall be entitled to longevity pay based upon the following schedule:

Years of Service	Percentage of Hourly Pay
After three (3) full years	One percent (1%)
After six (6) full years	Two percent (2%)
After nine (9) full years	Three percent (3%)
After twelve (12) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

B. Crossing Guards hired on or after January 1, 1997, shall be entitled to longevity pay based upon the following schedule:

Years of Service	Percentage of Hourly Pay
After seven (7) full years	One percent (1%)
After nine (9) full years	Two percent (2%)
After eleven (11) full years	Three percent (3%)
After thirteen (13) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

VI. Dues Deduction and Representative Fee

A. Dues Deduction

1. The Borough agrees to deduct from the salaries of those employees covered by this Agreement, dues for the Union as said employees individually and voluntarily in writing authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e. Said moneys together with records of any corrections shall be transmitted to the Union by the Borough.

2. The Union shall certify to the Borough, in writing, the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough in writing prior to the effective date of such change.

3. The Union agrees to save the Borough harmless from any action or actions commenced by an employee against the Borough, for any claim arising out of such deductions, and the Union assumes full responsibility for the disposition of the funds.

B. Representative Fee

1. The Union shall deliver to the Employer a written statement containing the following:

a) a statement that the Union has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.;

b) a statement that the Union has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.;

c). a statement establishing the amount of monthly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

2. On the first day of each month, as necessary, the Union shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

3. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

C. Payroll Deduction Schedule

1. The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay check.

2. Following receipt of the list provided for in Paragraph A above, or thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Union.

3. On or about the last day of each month, as necessary, beginning with the month that this Agreement becomes effective, the Employer will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

4. The Union hereby agrees to indemnify, defend and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salary of any employee of any sum of money as a representation fee under the provisions of this Agreement.

VII. Vacation

A. Regular guards shall be entitled to the following vacation benefits:

Years of Service	Vacation Time
Up to one (1) year	0.8 working days per month
Two (2) through ten (10) years	Eight (8) days per year
Eleven (11) through twenty (20) years	Ten (10) days per year
Twenty One (21) years - plus	Fourteen (14) days per year

B. Substitute guards shall receive vacation benefits in proportion to the number of days they work when compared to a regular guard.

C. Unused vacation pay is to be paid the last payday prior to Thanksgiving. Any payment due for eligible unused accrued vacation leave time shall be made by separate payroll check apart from any regular payroll.

VIII. Personal Days

A. Each regular guard shall be entitled to two (2) personal days per year. Said personal days are to be scheduled subject to the supervision and approval of the Chief of Police. Personal days must be used in current year.

IX. Sick Leave

A. Guards with less than one (1) year of service shall be entitled to .8 sick days per month and those with more than one (1) year of service shall be entitled to ten (10) sick days per year.

B. The Employer may require proof of illness or injury when there is reason to believe that an employee is abusing sick leave; an employee has been absent on sick leave for five (5) or more consecutive work days; or an employee has been absent on sick leave for an aggregate of more than ten (10) days in a twelve (12) month period.

C. When an illness is of a chronic or a recurring nature causing occasional absences of one (1) day or less, one proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

D. Failure to follow sick leave notification and verification procedures, or abuse of sick time may result in denial of sick leave for that specific absence and/or constitute cause for disciplinary action.

E. Substitute guards shall receive sick leave benefits in proportion to the number of days they work when compared to a regular guard.

F. The Borough and Teamsters acknowledge the appropriateness of the Borough adopting a Borough wide "sick leave bank" policy. The Borough and the Teamsters shall jointly consult in preparing and approving that policy. The Teamsters acknowledge that the current state regulations require that the Borough provide notice to and discuss with all of its bargaining units this proposed policy, which must eventually be approved by the New Jersey Department of Community Affairs before it is implemented.

X. Other Paid Time

A. Each employee will be paid for the no more than two (2) day teacher convention in November of each year.

XI. Miscellaneous

A. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Union on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the Collective Bargaining Unit.

B. Whenever any notice is required to be given either of the parties of this Agreement, to the other, pursuant to the provisions of this Agreement either party shall do so by telegram or registered letter to the following addresses:

C. If by the Union to the Mayor and Council:

Mayor and Council
Municipal Building
Bridge Avenue
Point Pleasant, NJ 08742

D. If by the Mayor and Council to the Union President:

Teamsters Local Union No. 469
Hwy. 35 Suite #7
Hazlet, NJ 07730

E. The Union and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required, and such approval shall be notified in advance of the time and place of all such meetings.

F. The Union shall have the right to use the bulletin board for official communications if an appropriate officer of the Union signs such communications, and such material shall be subject to the approval of the Chief of Police.

G. The Union shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for actual cost of materials uses.

H. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the members of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.

I. The Borough shall provide each employee with a hat and two (2) badges. The Borough will also provide each employee with Gore-Tex rain gear and will replace as necessary, including a hood, and shall replace same every three (3) years. The parties agree however that one-half (1/2) of this bargaining unit shall be provided the Gore-Tex rain gear in 2009, and the remaining one-half (1/2) of this bargaining unit shall be provided the Gore-Tex rain gear in 2010. The rain gear to each particular employee shall be replaced every three (3) years after receipt by that particular employee. The Teamsters shall decide between themselves which of the employees (no more than 50% of the bargaining unit) shall receive the Gore Tex rain gear in 2009.

J. Effective January 2008 each member of the bargaining unit shall be entitled to an allowance of four hundred and forty-five dollars ($445.00) per year. With that uniform allowance each employee is expected to purchase his/her own winter coat, as necessary.

K. If all other employee groups in the Borough negotiate disability insurance benefits, crossing guards shall also be entitled to these benefits under the same terms.

L. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Borough's policy to make assignments to posts based upon an employee's ability, fitness and seniority. It is the Borough's intention to fill vacancies with the Department from among substitute guards, providing such guards are available and possess the necessary qualifications and ability to fill the vacancy. Any dispute under this section shall be subject to the grievance machinery.

M. Substitute crossing guards shall not have seniority over full time crossing guards. In fact substitute crossing guards shall not have seniority other than compared to other substitute crossing guards. Full time crossing guards are guards that are assigned to posts. Such guards shall have seniority based on the date in which they became a full time guard. The current practice of selecting posts and filling vacancies shall continue.

XII. Bereavement Leave:

A. Leave as herein defined shall not be charged against either sick leave or vacation time.

B. In the event of the death of an employee's mother, father, spouse, child, or stepchild that employee shall be granted five (5) working days from duty with pay.

C. In the event of the death of an employee's father-in-law, mother-in-law, sister-in law, brother-in-law, grandparents, grandchildren, the employee shall be granted three (3) working days from duty with pay.

D. In the event of the death of an employee's aunt, uncle, nephew, niece, or cousin, the employee shall be granted one (1) working day of leave with pay.

XIII. Leave for Union Activities:

A. The Borough agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Convention, including conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year.

XIV. Savings Clause

A. The parties agree that if any provision of this Contract or the publication of this Contract as it applies to any member of the Union or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

B. That if any such provisions are determined to be invalid, then Employer and Union shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

XV. Duration

A. This Agreement shall be effective January 1, 2008 and shall continue to be in effect through December 31, 2011.

B. On or about October 1, 2011, negotiations shall commence on a successor agreement to be effective January 1, 2012.

C. In witness whereof, the parties hereto have hereunto set their hand and seals and caused these presence to be signed by the appropriate officers and the corporate seal of the Employer to be hereto affixed this day _____of _____, 2009.

Borough of Point Pleasant

By: _____
Martin Konkus, Mayor

Attest:

By: _____
David A. Maffei
Borough Clerk

Teamsters Local Union No. 469

By: _____
Fredrick Potter, President

Ppbcg draft 2008 2011.contract

CROSSING GUARD SENIORITY ROSTER

CROSSING GUARD	DATE OF HIRE
Sharon Haugh	November 1982
Donna Pellegrino	August 1986
Alice VanNote	March 1988
Elsie Heckel	November 1988
Emma (Jo) Connors	October 1991
Carol Mead	March 1999
Marie Saporito	November 1999
Thomas Bollard	January 2002
Phyllis Willever	April 2002
Mary Sue Hammell	September 2003
Barbara Woolley	March 2004
Robyn Aiello	February 2005
Stacey Henry	September 2005
Che' Langan	September 2006
Annamarie Koster	November 2006
Theresa Gahr	September 2007
Tracey Stewart	May 2008

2009-2010 School Year-Crossing Guard Posts

GUARD	POST	ON	OFF	ON	OFF
Aiello 5 Hrs/day	Rt. 88 & Arnold	6:30	9:15	1:45	4:00
Connors 6 Hrs/day	Bridge & Dorsett Dk	6:00	9:15	1:30	4:15
Henry 2 Hrs/day	Catherine Street	7:30	8:30	2:15	3:15
Haugh 6 Hrs/day	Bridge & River	6:00	9:15	1:30	4:15
Willever 6 Hrs/day	Rt. 88 & River	6:00	9:15	1:30	4:15
Mead 4.25Hrs/day	Riviera & Rue Rivoli	7:30	9:30	2:00	4:15
Scura 4.25Hrs/day	Riviera & Bayberry	7:30	9:30	2:00	4:15
Hammell 5 Hrs/day	Rt. 88 & Rue	6:30	9:15	1:45	4:00
Heckel 5 Hrs/day	Bridge & Rue Rivoli	7:00	9:45	2:00	4:15
Bollard 5 Hrs/day	Beaverdam & Riviera	7:00	9:45	2:00	4:15
Pellegrino 6 Hrs/day	Old Drift & Dorsett Dk	6:00	9:15	1:30	4:15
Saporito 4.25Hrs/day	Rue Rivoli - Beach Blvd to Barnegat	7:30	9:30	2:00	4:15
VanNote 5.5 Hrs/day	Beaverdam & Panther	6:00	8:45	1:30	4:15
Woolley 5.5 Hrs/day	Rt. 88 & Beaverdam	6:00	8:45	1:30	4:15
Cbe' Langan					
Annmarie Koster					
Theresa Gahr					
Tracey Stewart					

Any Questions…Lt. Colwell…732-892-0060, Home…732-899-5451

Revision effective 08-01-09