

AGREEMENT
BETWEEN
TOWNSHIP OF BERKELEY
AND
TEAMSTERS LOCAL 97
(Crossing Guards)

January 1, 2023 through December 31, 2025



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PREAMBLE

This Agreement made this _____ day of 2024 by and between the Township of Berkeley, 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 Berkeley Township, Ocean County, New Jersey but 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/UNEMPLOYMENT COMP.

- 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.

- C. Unemployment compensation as per applicable law.

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 paragraph 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 reserve 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 judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the 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, slow down, 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, slow down 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, slow down, walk out or job actions 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) 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 lockout.

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 regulations, 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 the 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 the 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 working hours at their workstations for the purpose of discussing specific grievances, as long as prior permission shall not be unreasonably denied.

ARTICLE IX – EMPLOYEES SERVING AS UNION STEWARDS

- A. Designation of the Union steward.
 - 1. The Union shall advise the Employer in writing of the names of its stewards 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:
 - 3. Upon the written request of the Union, the authorized stewards 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.
 - 4. 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.
 - 5. 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 shall be based on Title 11A of Civil Service Rules.

- 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 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.
- H. The Chief of Police shall design a seniority overtime list for assignment of planned or scheduled overtime events on a rotation basis.

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 within the 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 the answer does not resolve the grievance, it may be processed by the Union within five (5) working days, to the Administrator of the Township of Berkeley, or his designee. The Administrator of the Township of Berkeley, 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 Administrator request that the grievance be submitted to arbitration as hereinafter set forth.

B. Arbitration

The New Jersey State Public Employment Relations Commission, 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 within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

- C. 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.
- C. Shop Steward to be assigned to Safety Committee as the need arises.

ARTICLE XIII – UNIFORMS

- A. Crossing Guards shall receive an annual clothing allowance of \$300, to be paid by the Township at whatever uniform supplier the Township is using. Additionally, each crossing guard shall be issued a winter coat upon being hired and shall be replaced every three years.

ARTICLE XIV – ASSIGNMENT OF PERSONNEL

- A. Prior to September 1st of each year, the Employer shall develop and publish the school crossing schedules and location 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 his/her 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 location shall be made according to the preference 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 to January 1, 2023, each member shall receive a wage increase of 3.0%.
- B. Effective January 1, 2024, each member shall receive a wage increase of 3.0%.
- C. Effective January 1, 2025, each member shall receive a wage increase of 3.0%
- D. Crossing guards shall be paid for time spent at required meetings with Berkeley Township.

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.
- B. Crossing guards shall be entitled to five (5) paid snow days per school year, if the schools are closed due to a snow emergency. This benefit shall be limited to five (5) days per school year, regardless of the number of days the schools are closed due to snow during that school year.
- C. 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 up to five (5) days per year.

ARTICLE XVII SICK DAYS & VACATION

A. Sick Time

Crossing Guards shall be entitled to fifteen (15) sick days per year. Sick days shall accumulate year after year without limitation. Sick days shall be paid out upon retirement to a maximum of \$15,000.

Crossing Guards accumulate one day per month in the first year of being hired, at the start of the second year they receive fifteen (15) sick days. Sick time is based on a three (3) hour work day.

B. Vacations

Crossing Guards shall receive pro-rata Civil Service vacation allowance. (3-hour days)

First year of employment	1 day per month
Beginning 2 nd year to 4 th year	12 days
Beginning 5 th year to 9 th year	18 days
Beginning 10 th year	20 days
Beginning 11 th year to 12 th year	21 days
Beginning 13 th year to 14 th year	22 days
Beginning 15 th year to 16 th year	23 days
Beginning 17 th year to 18 th year	24 days
Beginning 19 th year and beyond	25 days

ARTICLE XIX – BEREAVEMENT LEAVE

Each full-time employee may be granted one (1) day leave with pay for the death of a member of his or her family. In the event of death of an immediate family member, employees may be granted three (3) days leave. Immediate family shall include spouse, children, parents, siblings, grandparents, legal guardians, step-parents, step-children, spouse's parents, spouse's siblings, and grandchildren. If the funeral is more than 100 miles outside the State of New Jersey, the employee may be granted up to five (5) days bereavement, with prior approval from the Business Administrator.

ARTICLE XX – PAID HOLIDAYS AND PERSONAL LEAVE

- A. Paid Holidays – Crossing Guards shall be entitled to three (3) hours pay for all recognized holidays occurring during the school year.
- B. Personal Leave – All unit employees shall receive three (3) personal days each year, non-cumulative. Employees shall give two (2) days notice of their intent to use the personal day to the Police Chief or designee. Personal day requests shall not be unreasonably denied.

ARTICLE XXI – WORKER'S COMPENSATION

- A. When an employee is injured on duty, he or she is to receive Workers' Compensation due him/her plus the difference between the amount received as compensation to him/her and his/her salary during the period of disability only in accordance with Article XVII – Injury Leave.
- B. When an employee receives his/her Workmen's Compensation check, which shall be made payable to both the employee and the Employer, he/she shall endorse the check and forward it to the Employer.

ARTICLE XXII – 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/she is on leave with all increases granted during his/her 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 XXIV – SAVINGS CLAUSE

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 effected thereby and shall continue in full force and effect.

ARTICLE XXV – TERMINATION AND EXTENSION OF AGREEMENT

- A. The terms of this Agreement shall be from January 1, 2023, through December 31, 2025.
- 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 XXVI – 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

seal this _____ day of 2024.

TEAMSTERS LOCAL 97

Maria Perez, President

Patrick Guaschino
Secretary Treasurer

TOWNSHIP OF Berkeley

John Bacchione, Mayor

Karen Stallings, RMC

RESOLUTION NO. 2024-157-R

RESOLUTION OF THE TOWNSHIP OF BERKELEY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS 97 (CROSSING GUARD) UNION

February 26, 2024

WHEREAS, the Township and the Teamsters 97 (Crossing Guard) Union are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2023 through December 31, 2025; and

WHEREAS, the Township and the Teamsters 97 (Crossing Guard) Union have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and the Teamsters 97 (Crossing Guard) Union have reached agreement on new terms and conditions subject to ratification by the membership of the Union and approval by the Township Council; and

WHEREAS, the negotiating committees for the Township and the Teamsters 97 (Crossing Guard) Union unanimously agree to recommend this agreement for ratification and approval;

WHEREAS, it is the desire of the governing body to authorize the execution of the memorandum of agreement with the Teamsters 97 (Crossing Guard) Union, as well as authorize additional action consistent with the terms of the memorandum of agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley, County of Ocean, State of New Jersey, as follows:

1. That the governing body does hereby authorize the execution of a collective bargaining agreement with the Teamsters 97 (Crossing Guard) Union, in accordance with the form and terms approved by the Township Labor Attorney.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the collective bargaining agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

4. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to: Mayor and Council Members; the Teamsters 97 (Crossing Guard) Union; Township Labor Attorney; Business Administrator; and Chief Financial Officer.

CERTIFICATION

I, **KAREN STALLINGS, RMC**, Municipal Clerk of the Township of Berkeley do hereby certify that the foregoing resolution was duly adopted by the Township of Berkeley Township Council at a meeting held on the 26th day of February **2024**.



KAREN STALLINGS, Township Clerk
Berkeley Township