

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

January 1, 2018 through December 31, 2021

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PREAMBLE

This Agreement made this _____ day of 2018 by and between the Township of Toms River, 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 Toms River Township, Ocean County, New Jersey by excluding blue-collar employees, craft employees, police professionals, deputy tax collector, first assistant tax assessor and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1974, confidential employees and all other employees.

ARTICLE II
JOB DESCRIPTIONS

- A. The Employer shall develop job descriptions which accurately reflect the duties to be performed by employees of the bargaining unit.
- B. Copies of all job descriptions, and revisions thereto, shall be furnished to the respective members of the unit and to the Union as soon as possible after they are prepared.
- C. Employer and Union agree that the employees recognize prior to the end of the school year, the Employer may offer continued employment through the summer months. The employee is not required to accept this employment; however, refusal will disqualify them for applying to receive unemployment compensation.

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. All eligible employees who are not members of Teamsters Local 97 are 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 taken 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 by, and exercised in conformance with, State and Federal laws, regulations, and constitutional provisions.
- 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, political affiliation, or sexual orientation.

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) in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- F. The Employer agrees that it shall not cause a 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 regulation, or shall refuse to execute a proper order of a Supervisor, the Employer shall have the right to suspend or discharge the offending employee or employees. Such disciplinary action by the Employer shall be grievable by the employee under the grievance procedure hereinafter set forth.
- C. If possible, disciplinary action taken against any employee shall be done in the privacy of an office so as not to interfere with the operations of the Department.
- D. Any employee shall have the right to request Union representation at any meetings established by the Employer which the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action.
- E. All Employees hired on or after January 1, 2018, shall be subject to a post-offer, pre-employment physical exam, which will include vision, hearing, and mobility testing, scheduled by the Township with the Township physician.
- F. If through appropriate investigation the Township determines that an Employee is having difficulty performing his or her duties, the Township shall meet with the Employee and his or her Union Steward to report these findings, and, if deemed necessary by the Township, the Employee shall be subject to a functional capacity exam to determine his or her continued fitness for duty

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, who wishes to visit employees during work hours at their workstations for the purpose of discussing specific grievances, must seek Township approval to do so. Such permission shall not be unreasonably denied.
- C. Bulletin boards will be provided by the Employer at the first floor cafeteria of the Police Department for the use of the Union, for the sole purpose of posting Union announcement and other information.

ARTICLE IX
EMPLOYEES SERVING AS UNION REPRESENTATIVES

- A. Designation of the Union representative (including Union officers):
 - 1. The Union shall advise the Employer in writing of the names of its representatives and their respective titles.
 - 2. It is agreed that there shall be no more than two (2) such representatives in the bargaining unit at any one time attending State and National Union Institutes and Conventions during the term of this Agreement.
- B. Excused absences for Union duties at Union request:
 - 3. Upon the written request of the Union, the authorized representatives who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.
 - 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 is defined as total length of unbroken service from date of last hire.
 - 1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules and selection of vacations. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.
 - 2. In cases of promotions, seniority shall be a factor in designation of the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.
- B. An employee shall be deemed a probationary employee following his regular appointment to a permanent position during his trial period. Such trial period shall normally be for a duration of ninety (90) days. However, the Employer upon notification to the employee and the Union with reasons, no later than fifteen (15) days prior to the termination date of the aforementioned ninety (90) day period, may extend the trial period for sixty (60) days beyond the normal trial period 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 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 or his designee 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 or 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 this answer does not resolve the grievance, it may be processed by the Union within five (5) working days, to the Business Administrator, or his/her designee, of the Township of Toms River. The Business Administrator of the Township of Toms River, or his/her 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 Business Administrator or his/her designee request that the grievance be submitted to arbitration as hereinafter set forth.

B. Arbitration

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

C. Township Grievance

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

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

ARTICLE XII
SAFETY AND HEALTH

- A. The Employer shall at all times maintain safe and healthful working conditions, and shall comply with Federal and State Laws relating to safety and health.
- B. At its option, the Union is entitled to have a member serve on the Township safety committee.

ARTICLE XIII

UNIFORMS

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

ARTICLE XIV
ASSIGNMENT OF PERSONNEL

- A. Prior to September 1st of each year, the Employer shall develop and publish the school crossing schedules and locations for the upcoming school year.
- B. A copy of said schedule shall be posted on each Union bulletin board(s) in the Township designated for crossing guard notices.
- C. Prior to the start of each academic year, each crossing guard may submit to the Employer 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 locations 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

The salary scales for new employees (those hired on or after January 1, 2014) and existing employees (those hired on or before December 31, 2013) are attached as Appendix A hereto and incorporated by reference. For the term of this Agreement, employees will be paid in accordance with those wage scales.

Crossing guards will be paid for time spent at required meetings with Toms River Township.

ARTICLE XVI

SNOW DAYS

- A. **Snow Days.** A crossing guard who reports to duty on a day in which Township schools have been closed due to a snow emergency shall be entitled to compensation for the day, provided the guard made a reasonable and good faith effort to determine in advance whether or not Township schools would be open. Reasonable effort under this Article shall include, but not limited to, listening to W.O.B.M., or such other radio station designated by the Township for snow closing announcements, and calling the Police Department Safety Bureau.
1. Existing hired on or before December 31, 2013, shall receive two (2) paid snow days per school year, if the schools are closed due to a snow emergency. This benefit is limited to two (2) days per school year, regardless of the number of days the schools are closed due to snow during that school year.
 2. Employees hired on or after January 1, 2014, are not entitled to snow days.
- B. **Emergencies.** 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 two (2) days per year.

ARTICLE XVII
INJURY LEAVE

- A. Employees shall be granted injury leave with pay for job related injuries for three (3) months.
- B. Injury leave may be extended for a maximum additional three (3) month period in cases of proven medical need verified by the submission of acceptable medical evidence.
- C. This Article shall not apply to employees hired on or after January 1, 2018.

ARTICLE XVIII
BEREAVEMENT LEAVE

Employees are entitled to bereavement leave in accordance with Section V3, C5 of the Township Employee Handbook, as attached as Appendix B.

ARTICLE XIX
PAID HOLIDAYS AND LEAVE

- A. Paid Holidays – All unit employees shall receive four (4) paid annual holidays:
Memorial Day, Columbus Day, Thanksgiving Day, and Christmas Day.
- B. Flex Days – Flex days may be used for illness, recovery, and personal business. Flex days are allotted as follows:
1. Employees hired on or before December 31, 2013, shall receive five (5) “flex” days each year, non-cumulative. (This number includes two (2) days formerly designated as “personal days” in prior contracts.)
 2. Employees hired on or after January 1, 2014, shall receive three (3) flex days each year, non-cumulative.
 3. Employees shall give two (2) days’ notice of their intent to use the flex day to the Police Chief or his/her designee. Flex day requests shall not be unreasonably denied.

ARTICLE XX
(RESERVED)

ARTICLE XXI
LEAVE OF ABSENCE

Leaves of absence shall be governed by Sections V3-C7, V3-C8, and V3-C9, of the Township Employee Handbook and any amendments and supplements thereto.

ARTICLE XXII
HOSPITAL AND MEDICAL INSURANCE

- A. Crossing guards may elect to obtain the hospital and medical insurance benefits available to other Township employees by paying for such program on an individual basis.
- B. The Township shall make available to the Union and interested members of the unit the details as to coverage, cost and method of payment for such insurance.

ARTICLE XXIII
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 XXIV

TERMINATION AND EXTENSION OF AGREEMENT

This Agreement shall run retroactively from January 1, 2018, through December 31, 2021.

ARTICLE XXV
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.

ARTICLE XXVI
EFFECT OF EXPIRATION

The parties agree that this collective negotiations agreement expires on December 31, 2021, but shall remain in full force and effect until a successor agreement is executed; except that, following expiration, and until a successor agreement is executed, no salary step increases, longevity increases, or similar financial benefits shall be implemented.

SINGATURES

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seal this January 24th day of 2018.

TEAMSTERS LOCAL 97



JOHN J. GEROW
President



PATRICK GUASCHINO
Vice-President, Local 97



SUSAN WONG
Steward

TOWNSHIP OF TOMS RIVER



THOMAS F. KELAHER
Mayor



ALISON CARLISLE
Township Clerk

