

AGREEMENT

BETWEEN

THE TOWN OF GUTTENBERG

AND LOCAL, 108 RWDSU, U.F.C.W., AFL-CIO, CLC

(Violation Officers and Crossing Guards)

January 1, 2014 – December 31, 2017

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## PREAMBLE

This Agreement, effective this first day of January 2014 entered into and between The Town of Guttenberg, New Jersey, in the County of Hudson, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Town") and Local, 108; RWDSU, U.F.C.W., AFL-CIO, CLC (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable issues between the Town and the Union and is designed to maintain and promote an harmonious relationship between the Town and each of its employees who are covered by Article I, Recognition, in order that a more efficient and progressive public service may be rendered.

## ARTICLE I

### 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, and crossing guards, excluding all managerial executives, confidential employees and supervisors within the meaning of the Act, police and fire employees, craft and clerical employees, professional employees, employees in other negotiations units and all other employees employed by the Town of Guttenberg.

**Section 2.** The bargaining unit shall consist of all violation officers, full-time and part-time, and crossing guards, excluding all managerial executives, confidential employees and supervisors within the meaning of the Act, police and fire employees, craft and clerical employees, professional employees, employees in other negotiations units and all other employees of the Town of Guttenberg. Summer seasonal employees shall not be in the bargaining unit.

**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 II

### CHECK-OFF OF UNION DUES

**Section 1. (a).** Effective upon ratification by the Town of the Memorandum of Agreement, the Town hereby agrees to deduct from the 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 Town, 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. The first deduction for union dues shall commence the month following the ratification of the Memorandum of Agreement by the Union and the Town.

**Section 1.(b).** In making the deductions and transmittals as above specified, the Town 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.

### **Section 2.      Representation Fee**

- a. If an employee does not become a member of the Union during any membership year (from January 1<sup>st</sup> to the following December 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as 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, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal to 85% of the total of the regular membership dues, initiation fees and assessments charged by the Union to its own members.

- c.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Town a list of those employees who have not become members of the Union for the then current membership year and the amount of their representation fee to be deducted. The Town will then deduct from the salaries of such employees, in accordance with paragraph c.2 below, the full amount of the Representation Fee and promptly transmit the amount so deducted to the Union.

- c.2 The Town will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid;

- a. Ten (10) days after receipt of the aforesaid list by the Town; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a

non-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.

- c.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Town before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Town will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
- c.4. Except as otherwise provided in this Article, the mechanics for the deduction of 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.
- c.5. The Union will notify the Town in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Town received said notice.
- c.6. On or about the last day of each month beginning with the month this Agreement becomes effective, the Town 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. The Town further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

c.7. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by the reason of action taken by the Town in reliance upon salary deductions authorizations cards submitted by the Union to the Town.



## ARTICLE III

### GRIEVANCE PROCEDURE

**Section 1.** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

#### **Section 2. Definition**

The term "grievance" as used herein is defined as any controversy rising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the individual, the Union, or the Township. The Union business representative shall have the right to participate in all steps of the "grievance procedure" noted below. A grievance, to be considered under this procedure, must be initiated, in writing within ten (10) calendar days from the time when the grievant knew, or should have known, of the cause of the grievance. Failure to file a grievance within this time frame shall constitute a waiver of the grievance, which waiver shall not be subject to grievance or arbitration.

#### **Section 3. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

**STEP ONE (Conference Meeting)**

Prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor or his/her designee that a complaint has been submitted. A "conference meeting" shall be held with the Director/Supervisor or his/her designee, with the Union in order to attempt to resolve the matter. Said meeting shall be scheduled by mutual agreement between Director/Supervisor or his/her designee and the Union.

**STEP TWO**

If no resolution is forthcoming as a result of the "conference meeting" the aggrieved employee or the Union shall institute a formal grievance under the provisions hereof within twenty (20) working days of the conference meeting. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and the immediate Director/Supervisor or his/her designee.

The Director/Supervisor or his/her designee shall render a decision within five (5) working days after his/her receipt of the formal grievance.

**STEP THREE**

- A. In the event the grievance has not been resolved at Step Two, the matter may be submitted to the Town Administrator within ten (10) working days following the receipt of the determination of the Director/Supervisor of the department.
- B. The Town Administrator or his/her designee shall review the matter and make a determination within ten (10) working days from his/her receipt of the grievance.

#### **STEP FOUR**

- A. In the event the grievance has not been resolved during the grievance procedure, the Union may within thirty (30) working days after receipt of the Step Three answer request arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission.
- B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add to, modify, detract from or alter any provisions of the Agreement or any amendment or supplement thereto.
- C. The cost for the Arbitrator shall be borne equally between the Town and the Union. Any other expense incurred, shall be paid by the party incurring such cost.
- D. The Arbitrator shall set forth his/her finding of fact and reason for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing unless otherwise agreed by the parties.
- E. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE IV

HOLIDAYS

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

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day (every 4 years)  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas 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 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 at time and one-half the regular rate of pay.

ARTICLE V

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. Unused sick days each year shall not be accumulative.
- 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.

ARTICLE VI

PERSONAL DAYS

Section 1. All full-time violations officers shall be entitled to one (1) day 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.

Section 2. Full-time violations officers shall only become eligible for personal leave after six (6) months of employment.

ARTICLE VII

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 fifteen (15) years	twenty (20) days
After twenty-five (25) years	twenty-five (25) days

Section 2. The Town agrees that in the event 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 VIII**

**FUNERAL LEAVE**

Full-time employees 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, step-child, 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 a the time of the death of the immediate family member listed herein.

**ARTICLE IX**  
**HEALTH BENEFITS**

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

The Town will provide coverage for each full-time violations officer and the member's dependents utilizing the State Health Benefits Program (SHBP) and shall offer all plans 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 of 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 number 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 employees' paychecks.

**ARTICLE X**

**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 should 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 or because of any lawful activities by such employee on behalf of the Union.

**ARTICLE XI**

**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 effected thereby and shall continue in full force and effect.

**ARTICLE XII**

**WAGES**

Section 1. Effective January 1 2014, salaries for specified full time violations officers (see Addendum A) shall be adjusted as noted on Addendum.

Section 2. Base salaries for full-time and part-time violations officers shall be increased as follows:

Effective January 1, 2015 – 2%

Effective January 1, 2016 – 1.5%

Effective January 1, 2017 – 1.5%

Section 3. Effective January 1, 2014, starting rates for part-time crossing guards and part-time violations officers shall be \$10.50.

Section 4. Base salaries (hourly rates) for crossing guards shall be increased as follows:

Effective January 1, 2014 – 2%

Effective January 1, 2015 – 2%

Effective January 1, 2016 – 1.5%

Effective January 1, 2017 – 1.5%

## ARTICLE XIII

### 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.) Violation 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 XIV  
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, the administrative control of the Town, 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 any posting procedures of this contract.
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law, and in keeping with the negotiated and agreed to terms and conditions of this contract.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, 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 Town, 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 Town 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 Town. 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 instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Town.

Section 6. The Town retains the right to assign employees to such work as is appropriate by the Town Administrator or his/her designee. It is understood that the purpose of this section is to continue the flexibility of the Town in providing job assignments.



ARTICLE XV

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 Town Administrator.
- Section 2. Overtime – Any hours worked over a 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 one and one-half (1.5) hours at the start of the school day and one and one-half (1.5) hours at school dismissal. At the time of execution of this Agreement, the hours are 7:30 am to 9:00 am and 2:30 pm to 4:00 pm. The Town reserves the right 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 grievance or arbitration.

ARTICLE XVI

UNIFORMS

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

ARTICLE XVII

DURATION

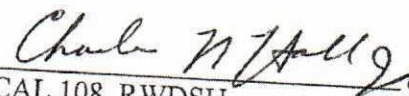
Section 1. This Agreement shall be in force and effect as of January 1, 2014 and shall remain in effect up to and including December 31, 2017.

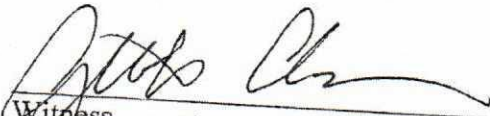
Section 2. The terms of this Agreement shall continue in effect during the negotiations for any successor agreement between the parties.

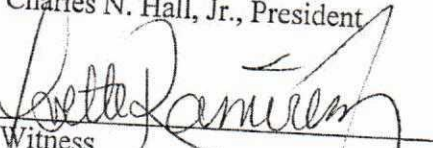
Section 3. The parties agree to abide by the rules of the Public Employment Relations Commission in terms of providing notice of a desire to negotiate a successor labor agreement.

IN WITNESS WHEREOF, the parties hereto affix their hands at Guttenberg, New Jersey on this 27<sup>th</sup> day of October, 2014.

  
TOWN OF GUTTENBERG

  
LOCAL 108, RWDSU  
UFCW, AFL-CIO, CLC  
Charles N. Hall, Jr., President

  
Witness  
Alberto Cabrera

  
Witness  
Betty Ramirez

**ADDENDUM: Article XII – Wages**

**A. Salaries - Violations Officers**

Effective January 1, 2014, the following violations officers shall be paid as follows, with no additional increase:

Eduardi Caldarelli	\$31,137.00
Daysi Mejia	\$21,829.00
Jorge Morocho	\$21,829.00

Increases for 2015, 2016, and 2017 will be as set forth in Article XII §2.

**B. Salaries – Crossing Guards**

The following 2013 hourly rates shall be increased by 2%, per Article XII – Section 4, effective January 1, 2014. Increases for 2015, 2016, and 2017 will be as set forth in Article XII - §4.

Ruben Bonilla	\$11.20
Samuel Contino	\$11.75
Brian Dee	\$11.20
Ana Escobar	\$11.75
Severino Garcia	\$12.22
Catherine Kazlauslas	\$12.22
Julia Midence	\$11.62
Jose Munguia	\$11.20
Margaret Smith	\$12.35
Mattie Lou Stay's	\$12.22