

2786

AGREEMENT

between

THE TOWNSHIP OF BLOOMFIELD,

ESSEX COUNTY, NEW JERSEY

and

LOCAL 617, SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO, CLC

January 1, 1996 through December 31, 1998

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PREAMBLE

This Agreement is entered into this 26th day of June 1997 by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer"), and Local 617 of the Service Employees International Union, AFL-CIO, CLC (hereinafter called the "Union").

Whenever titles are used in this Agreement, they shall be deemed to include the plural as well as the singular and to include males as well as females.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Union as the exclusive majority representative of all School Crossing Guards in the Police Department of the Township of Bloomfield within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1, et seq.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township 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:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign and reassign employees, and to subcontract functions, duties, work and assignments;

3. To suspend, demote, discharge or take other disciplinary action for just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations 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

Constitution and Laws of New Jersey and of the United States, and ordinances of the Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et seq. and N.J.S.A. 11A:1-1 et seq., or any other federal, state, county or local laws or ordinances.

ARTICLE III

AVAILABILITY OF CONTRACT

Within sixty (60) days after the signing of this Agreement, the Township shall reproduce one hundred (100) copies of this Agreement and make them available to employees covered under this Agreement.

ARTICLE IV

BULLETIN BOARDS

The Township shall provide space in the Law Enforcement Building where the Union can install a bulletin board to post notices regarding Union meetings. The bulletin board shall not be used to post notices of a personal or political nature, or of a matter unrelated to Union affairs.

ARTICLE V

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article VI.

C. The Union will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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.

ARTICLE VI

GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

A. PURPOSE

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.

2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department Supervisory Staff and having the grievance adjusted without the intervention of the Union.

3. Nothing contained herein shall prevent any employee in this unit from presenting his own grievance or representing himself, provided that copies of written responses are given to the Union. The Union may be present at all steps of the grievance procedure.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, excluding a suspension of five days or less. A grievance may be raised by an individual, the Union on behalf of an individual, or the Township.

C. STEPS IN THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this

Agreement subject to the law and shall be followed in its entirety unless any step is waived by mutual consent. A grievance shall be deemed to have been denied if the Township representative does not issue a decision within the time period set forth in this Agreement.

STEP ONE

1. An aggrieved employee may institute action under this provision within ten (10) days of the occurrence and an earnest effort shall be made to settle the issue between the aggrieved employee and the immediate supervisor in charge for the purpose of resolving the matter informally.

2. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

3. The immediate supervisor in charge shall render a decision within fourteen (14) days following the receipt of the grievance.

STEP TWO

1. In the event the grievance has not been resolved at Step One, then within seven (7) days following the determination of the immediate supervisor in charge or within seven (7) days following the time allotted for such decision, the matter may be submitted in writing to the Head of the Traffic Division.

2. The Head of the Traffic Division shall render a decision within fourteen (14) days following the receipt of the grievance.

STEP THREE

1. In the event the grievance has not been resolved at Step Two, then within five (5) days following the decision of the Head of the Traffic Division or within five (5) days following the time allotted for such decision, the matter may be submitted in writing to the Chief of Police.

2. The Chief of Police shall review the matter and render a decision within fourteen (14) days following the receipt of the grievance.

STEP FOUR

1. In the event the grievance has not been resolved at Step Three, within five (5) days following the decision of the Chief of Police or within five (5) days following the time allotted for such decisions, the matter may be submitted in writing to the Township Administrator.

2. The Township Administrator shall review the matter and render a decision within fourteen (14) days following the receipt of the grievance.

STEP FIVE - ARBITRATION

1. Should the aggrieved employee be dissatisfied with the decision of the Township Administrator or if there is no decision, the Union may within ten (10) days make a request for arbitration, either from when the Step Four decision is due or when the Step Four decision is rendered. The request for arbitration must be in writing and filed with the Public Employment Relations Commission. A copy of the request for arbitration shall also be provided to the Township Administrator.

The arbitrator shall be chosen in accordance with the rules of the New Jersey State Public Employment Relations Commission.

2. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter any amendment or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.

4. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

5. The arbitrator shall set forth his findings of facts and reasons for making the award after the conclusion of the arbitration hearing.

6. The decision of the arbitrator shall be in writing with the reasons therefor and shall be binding upon the parties to the extent permitted by and in accordance with the applicable law and this Agreement.

7. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. MISCELLANEOUS

1. Either the Township or the Union may waive any of the steps of the grievance procedure, but said waiver can only be done in writing and with the consent of the other party.

2. The Township may designate a representative to act on behalf of any Township employee or official identified in this Article.

3. The parties shall strictly adhere to the time limits set forth herein. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or reduce the time limits provided for processing the grievance at any step in the grievance procedure

E. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the Union within fourteen (14) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust differences between the parties. In the event no such adjustment has been satisfactorily made, the Township may file for arbitration in accordance with Step Five above.

ARTICLE VII

SENIORITY

The Township agrees to use seniority as a basis for assigning School Crossing Guards to cover lunch hour shifts. However, if a School Crossing Guard declines to work a lunch hour shift on more than two (2) consecutive occasions, or if a School Crossing Guard is not available to work a lunch hour shift on more than two (2) consecutive occasions, the Township will have no obligation to assign that School Crossing Guard to a lunch hour shift.

An employee shall not be considered to be unavailable for purposes of this Article if he is on an approved leave of absence, such as a sick leave, vacation or personal leave.

The Township agrees to use seniority as a basis to fill vacancies which may occur. The Township may also take other factors into account when filling vacancies, such as experience, qualifications, attendance and job performance.

The Township agrees to provide the Union with a seniority listing every six months.

ARTICLE VIII

HOURS OF WORK AND SCHEDULES

A. On those days when the Township public schools are in session, the present hours of work for School Crossing Guards shall be in accordance with the following schedule:

<u>Post</u>	<u>Time</u>		<u>Daily Hours</u>
A	7:45-9:00; 11-1	2:45-4:00	4 1/2
A-1	8:00-9:00; 11:15-1	3:00-4:45	4 1/2
B-1	8:00-9:00; 11:15-1	3:00-5:00	4 3/4
C	7:45-9:00; 11-1	2:30-4:00	4 3/4
E	7:30-9:00	2:30-4:00	3
E-1	8:00-9:00	2:45-4:45	3
F	7:00-9:00; 11-1	2:45-4:00	5 1/4
F-1	7:30-9:00; 11:15-1:00	3:00-4:45	5

B. The Township may adjust the work schedules and hours to accommodate the school schedule, extracurricular activities and summer employment.

C. School Crossing Guards required to work in excess of hours stated in Paragraph A will be paid on the basis of straight time only.

D. On those days when the Township public schools are in session, the School Crossing Guards shall perform crossing guard services for the Township school system. During the summer recess period, Township-related work assignments may be offered to School Crossing Guards.

ARTICLE IX

VACATION LEAVE

School Crossing Guards will receive a check payable in the month of July based on the following formula:

45 hours; 42.75 hours or 40.5 hours, as applicable, for each respective School Crossing Guard, per school year modified by a fraction with a numerator of days worked (including paid sick leave) over a denominator of 180 working days.

ARTICLE X

SICK LEAVE

A. School Crossing Guards will receive sick leave based on a formula of 5; 4.75; 4.5; 3; or 2 hours, per month, as applicable, for nine (9) months. Effective January 1, 1998, School Crossing Guards will receive sick leave based on a formula of 5; 4.75; 4.5; 3; or 2 hours, per month, as applicable, for ten (10) months.

B. The amount of such sick leave not taken shall accumulate to the employee's credit from year to year.

C. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the employee's

immediate family seriously ill and which requires the care or attendance of such employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as spouse, father, mother, child, sister or brother of the employee.

ARTICLE XI

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties, and that such disability is established by the Township Physician.

ARTICLE XII

DEATH IN FAMILY LEAVE

Leave of absence of three (3) working days between the day of death and the day of the funeral, with full pay, shall be granted to each employee upon the death of a member of the immediate family. A member of the immediate family for purposes of this Article is defined as: mother, father, sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, grandparents, stepparents, or stepchildren.

ARTICLE XIII

SNOW DAYS/HOLIDAYS

A. School Crossing Guards shall be paid a full day's pay when school is cancelled or when school is dismissed early because of weather conditions.

B. Employees covered under this Agreement will be entitled to the following holidays with pay:

1. Thanksgiving
2. Day after Thanksgiving
3. Christmas Day

ARTICLE XIV

DENTAL INSURANCE

The Township agrees to provide dental insurance coverage up to a maximum of \$550.00 per employee. The difference between the employer contribution and the actual cost shall be borne by the employee. The coverage will be for family, husband/wife, single or employee/child depending on the employee's status.

ARTICLE XV

HEALTH INSURANCE

A. The Township, at its cost, will provide health insurance benefits through August 31, 1997 only for those employees identified on Schedule B. The health insurance will be for family, husband/wife, single or employee/child depending on the employee's status. Aside from those employees identified on Schedule B who will receive health insurance benefits on a temporary basis, the Township shall not provide health insurance benefits for any other employee covered under this Agreement.

B. After August 31, 1997, the Township shall not provide health insurance benefits for any employee covered under this Agreement.

ARTICLE XVI

CLOTHING ALLOWANCE

A. The Township shall provide the following annual clothing allowance to School Crossing Guards for the preceding calendar year, which shall be payable in October after the year in which it is earned:

1996: \$250.00

1997: \$275.00

1998: \$300.00

B. The clothing allowance shall be paid to School Crossing Guards who are employed by the Township on October 1st of the given year and have been employed continuously for nine (9) months preceding the conclusion of the previous school year.

C. The clothing allowance shall be prorated for School Crossing Guards who are employed by the Township on October 1st but have been employed for less than nine (9) months preceding the conclusion of the previous school year according to the formula of 10% clothing allowance for each month of service.

ARTICLE XVII

LONGEVITY

A. For those employees hired prior to November 15, 1993 a longevity program based upon the employee's length of service with the Township from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-five (25) years of service	-	10%

B. The longevity credit shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year.

F. The following interruptions of service shall be considered as service for the Township for the purpose of determining the completion of said accumulated years of service with the Township: military service; injury in line of duty; sick leave; or other approved official paid leave of absence.

G. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

H. The longevity program is not provided to those employees hired after November 15, 1993.

ARTICLE XVIII

RETIREMENT

Qualified employees shall retain all pension rights under
New Jersey Law.

ARTICLE XIX

UNION MEMBERSHIP

A. Continuance of Membership

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired during the term of this Agreement may become and remain members of the Union.

B. Non-Discrimination

The parties shall not discriminate against any employee based upon their membership in the Union or representation by the Union. The parties shall not discriminate against any employee based upon their decision to join the Union or their decision not to join the Union.

C. Dues Deduction

The Township shall deduct and transmit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member upon the written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular pay period.

Deductions of dues shall be made from the second pay period of the month. A certified listing showing the amount and dates of dues deducted and the monies reflecting the amount of the deductions of all bargaining unit members shall be forwarded to the Union seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees.

In May and June of each year, the Township shall make double dues deductions from the wages and/or salaries of all ten (10) month Union members to cover July and August payments.

Employees on leave shall make their payment of dues directly to the Union office. In the event an employee on leave does not make said payments, the Township upon the employee's return to work and notification from the Union, shall deduct the dues from his/her salary for the month or months in arrears.

Dues deduction arrearage shall not exceed the equivalent of three (3) months per payment.

D. New Hires and Non-Union Members

1. Any new hire in this unit who does not make application for membership in the Union within thirty (30) days from the first date of employment shall have deducted from his/her salary by the Township eighty-five percent (85%) of the monthly Union dues.

2. The Township agrees to provide the Union with written notification of all new School Crossing Guard hires.

3. The Township of Bloomfield shall deduct the sum of eighty-five percent (85%) of the established rate of the S.E.I.U., Local 617 union dues from every non-union employee in the bargaining unit.

4. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

5. Challenging Assessment Procedure

a. The Union agrees that it has established a procedure by which a non-union member employee(s) in the unit can challenge the assessment.

b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

E. COPE Deduction -- The Township shall deduct and transmit monthly to the Union, the COPE deduction for members who have submitted and signed authorization cards for such deduction.

F. Indemnification -- The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the Union's representations concerning the provisions of this Article.

ARTICLE XX

SALARIES

The salary for all employees covered by this Agreement is set forth in Schedule A.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by the parties.

ARTICLE XXIII

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as to January 1, 1996, and shall remain in effect to and including December 31, 1998. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission. The economic changes contained in this Agreement shall apply only to those employees in employ of the Township as of the date of signing of this Agreement.

WHEREAS the parties have hereunto set their hands and seals this 26th day of JUNE , 1997.

LOCAL 617, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, CLC

By: 

Attest:



TOWNSHIP OF BLOOMFIELD,
ESSEX COUNTY,
NEW JERSEY

By: 

Attest:



SCHEDULE A

SALARIES

The following salary ranges shall be fixed and paid as follows:

	<u>Salary Range Per Hour</u>		
	<u>Effective Jan. 1, 1996</u>	<u>Effective Jan. 1, 1997</u>	<u>Effective Jan. 1, 1998</u>
1st Year of Service	\$ 9.74	\$ 10.74	\$ 11.74
2nd Year of Service	10.12	11.12	12.12
3rd Year of Service	10.60	11.60	12.60
4th Year of Service	11.11	12.11	13.11

SCHEDULE B

HEALTH INSURANCE

The Township shall provide and pay for health insurance coverage only for the following employees through August 31, 1997:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.