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A G R E E M E N T

Between

THE CITY OF CAMDEN, City of

and

AFSCME LOCAL #3128, COUNCIL 71,

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)

(School Crossing Guards)

LIBRARY
Institute of Management and
Labor Relations

1981

RUTGERS UNIVERSITY

X - Jan. 1, 1980 - Dec. 31, 1981

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PREAMBLE

THIS AGREEMENT made this 21 day of April 1980, by and between the CITY OF CAMDEN, a municipality in the County of Camden, State of New Jersey, hereinafter referred to as "City" and "Employer", and Local , Council 71 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", 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

A. The Employer recognizes the Union as the exclusive representative, as certified on June 5, 1979 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 school crossing guards employed by the City of Camden.

ARTICLE II

CHECK OFF

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Employer agrees to deduct membership dues.

B. The amount of monthly Union membership dues will be certified by the President or an International 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 Council #71 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.

ARTICLE III

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.

C. All provisions of this contract and other work rules shall be equitably applied and enforced.

ARTICLE IV

UNION BUSINESS

A. Officers of the Local Union may, during working hours and without loss of pay,

- (a) investigate and confer on grievances and disciplinary actions;
- (b) post notices on the Union bulletin boards;
- (c) meet and confer with representatives of Council 71.

B. Representatives of Council 71 may enter the employer's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions.

C. Any and all union business or visitation shall be subject to the limitation that it shall not interfere with normal work operations.

D. A bulletin board will be provided by the Employer at a permanent work location for the use of the Union, for the sole purpose of posting Union notices.

ARTICLE V

NOTIFICATION OF VACANCY

A. The City shall post a notice of any vacancy occurring in a post at the office of the School Crossing Guards. Such notice shall state the location of the vacant post and shall remain posted for a period of two (2) weeks.

B. A copy of the notice shall be forwarded to Local #71, AFSCME, and to the Council President.

C. No permanent appointment to a vacancy shall be made until the notice of vacancy has remained posted for two (2) weeks.

D. Any school traffic guard, permanently assigned to a post, who requests transfer to a vacant post within two (2) weeks of the posting of the notice of the vacancy, shall be transferred unless valid reason exists for denying the transfer. If two or more school traffic guards, each of whom is permanently assigned to a post, request transfer to a vacant post, the guard whose residence is the least distance from the vacant post shall be transferred.

ARTICLE VI

HOURS OF WORK

A. The City shall establish and maintain school crossing guard posts as it deems necessary. All public school posts shall be manned for three and one half (3½) hours per day at such times as are established by the City. The hours and times for

all Parochial school posts and all posts which cover both Public and Parochial Schools shall be established by the City. The Union shall be given notice of these times and hours.

B. The normal work week shall consist of five (5) consecutive working days.

C. In the event that the City desires to change the normal working hours, post locations, or work days, prior notice shall be given to the employee and to the Union.

ARTICLE VII

WAGES

A. Effective on the dates listed below all school crossing guards shall receive the following wages:

- (1) January 1, 1980: \$3.92 per hour
- (2) January 1, 1981: \$4.72 per hour

ARTICLE VIII

CLOTHING ALLOWANCE

The City will provide all school crossing guards with equipment as statutorily required.

ARTICLE IX

GRIEVANCE PROCEDURE

A. The purpose of this Article is to provide for a peaceful and equitable means of resolving differences between the parties.

B. A grievance shall be defined as a claimed breach, misinterpretation or misapplication of any provision of this

mutually acceptable arbitrator. Should the parties fail to select an arbitrator, the Public Employment Relations Commission shall be asked to submit a panel of arbitrators. An arbitrator shall then be selected in accordance with the P.E.R.C. rules for such selection.

E. The arbitrator's decision shall be final and binding on both parties.

F. The cost of arbitration shall be shared equally by both parties. Should either party request a transcript, the cost thereof shall be borne solely by the party requesting it.

G. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

H. At all levels of the grievance procedure, the grievant shall be entitled to have representation, to present evidence and testimony, and to cross-examine witnesses.

I. Employees processing a grievance or appearing at a grievance hearing during work hours shall not suffer a loss of pay.

ARTICLE X

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.