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04-08

Case 52- No. 90

A G R E E M E N T

Between

Camden City, NJ
THE CITY OF CAMDEN

and

AFSCME, LOCAL #3128, COUNCIL 71,

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)
(School Crossing Guards)

X January 1, 1982 - December 31, 1983

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PREAMBLE

THIS AGREEMENT made this 24th day of February 1982, 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 #3128, 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, AFSCME Council 71, 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 and International Representative of the Union in writing to the Employer by 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.

D. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes

in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

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 Council #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.

Where guards are assigned to dual Public Parochial posts and required to be off for less than $\frac{1}{2}$ hour, they shall remain on the post and be paid.

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. Effective January 1, 1982

Step 1 - \$4.50 per hour - employees hired between 1/82 and 12/82.

Step 2 - \$4.85 per hour - employees hired between 9/81 and 12/81.

Step 3 - \$5.00 per hour - employees hired previous to 9/81.

2. Effective January 1, 1983

Step 1 - \$4.65 per hour - employees with less than 1 year of service.

Step 2 - \$4.95 per hour - employees at first anniversary.

Step 3 - \$5.15 per hour - employees after two years of service.

ARTICLE VIII

CLOTHING ALLOWANCE

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

B. All employees assigned to permanent duty will receive a Clothing Allowance check on or about September 7, 1982 in the amount of fifty (\$50.00) dollars.

C. All employees assigned to permanent duty will receive a Clothing Allowance check on or about January 1, 1983 in the amount of fifty (\$50.00) dollars.

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 contract or other policy arising under it. This shall include the taking of disciplinary action without just cause.

C. The following procedure shall be used to resolve grievances.

Step 1: The grievant and/or his representative shall attempt to resolve the dispute orally with the grievant's immediate supervisor within 15 working days of the occurrence giving rise to the grievance. The supervisor should respond within five (5) working days of the presentation of the grievance.

Step 2: If the grievance is not resolved at Step 1, the grievant and/or his representative may appeal in writing to the Department Head within ten (10) working days after the answer in Step 1 is received or was due. The Department Head shall notify the grievant of a hearing date within ten (10) working days after submission of the grievance. The hearing shall take place no later than fifteen (15) working days after the date is set, and a written answer shall be provided to the grievant within five (5) working days of the hearing.

Step 3: If the grievance is not resolved at Step 2, the grievant and/or his representative may invoke binding arbitration of the grievance by notifying the City within thirty (30) working days after receipt of the answer from the Department Head or the time said answer was due.

D. Within ten (10) working days after submission of the notice of intent to arbitrate, the parties shall attempt to select a 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.

ARTICLE XI

SAVINGS CLAUSE

If any provisions of the Agreement are found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XII

RETENTION OF BENEFITS

Except as otherwise herein provided, all benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the "City" during the term of this Agreement.

ARTICLE XIII

SICK LEAVE

A. Effective January 1, 1983, any employee who worked the following schedule of work days in 1982 shall be entitled to Sick Leave as noted:

1982 WORK DAYS

144 days
134 days
124 days
114 days
104 days

1983 SICK LEAVE

5 days
4 days
3 days
2 days
1 day

B. An employee who is ill must notify the office between 7:00 a.m. and 7:15 a.m. of his illness.

ARTICLE XIV

DURATION

This Agreement shall be in full force and effect from January 1, 1982 until December 31, 1983.

The parties agree that negotiations for a successor agreement shall commence in accordance with applicable laws.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 24th day of February, 1982.

UNION, AFL-CIO

CITY OF CAMDEN

BY: Ella M. Brown
ELLA M. BROWN

BY: [Signature]
BUSINESS ADMINISTRATOR

ATTEST: [Signature]

ATTEST: [Signature]

THE ABOVE HAS BEEN REVIEWED AND APPROVED AS TO FORM.

Lawrence E. Boroff
City Attorney

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