

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF HACKENSACK
AND
TEAMSTERS LOCAL 97 OF NEW JERSEY



EFFECTIVE: July 1, 2018

EXPIRES: June 30, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	
1	GENERAL/PUBLIC EMPLOYEES	..
2	RECOGNITION	
3	WAGES AND STIPEND	
4	DAYS AND HOURS OF DUTY	
5	ABSENCE FROM DUTY	
6	GRIEVANCE PROCEDURE	
7	MANAGEMENT RIGHTS	
8	UNIFORM AND UNIFORM ALLOWANCE	
9	TRAINING	
10	PHYSICAL EXAMINATIONS	
11	PROTECTION OF PROPERTY AND EQUIPMENT	..
12	UNION ACTIVITIES	
13	DUES DEDUCTIONS/AGENCY SHOP	
14	ASSIGNMENTS	
15	DURATION	
	SIGNATURES	
	EXHIBIT A	

PREAMBLE

This Agreement entered into this _____ day of September, 2018, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and the HACKENSACK SCHOOL TRAFFIC GUARDS, TEAMSTERS LOCAL 97 OF NEW JERSEY, hereinafter referred to as the "Union".

ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency within the Police Department of the School Traffic Guards Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Department, the City and the Union hereby agree as follows:

1.2 Public Employees

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 – RECOGNITION

2.1 The City of Hackensack hereby recognizes the Teamsters Local 97 of New Jersey as the sole and exclusive representative of all regularly employed School Traffic Guards employed by the City, excluding managerial executives, confidential employees, police, professional employees, craft employees and supervisors within the meaning of the Act (Reference RO-88-196).

2.2 The definition of a "regularly employed" School Traffic Guards shall be any guard employed on a regular basis with an assigned post, as opposed to an "alternate employee".

2.3 The definition of an "alternate employee" shall be any guard employed without an assigned post and who is not required to work a regular schedule of hours/days. "Alternates" are normally utilized to fill-in when a regular guard is absent.

2.4 "Alternate employees" shall be excluded from this contract.

ARTICLE 3 – WAGES AND STIPEND

3.1 The hourly wage rates for all employees covered by this Agreement shall be as set forth on "Exhibit A". However, the following salary provisions apply for the duration of this Agreement:

- (a) Effective January 1, 2019, and on January 1st of 2020, 2021 and 2022, all employees shall receive a 3% salary increase, as more particularly reflected on Exhibit A.

3.2 Perfect Attendance Stipend -

Each covered employee assigned to a post, shall receive an additional stipend of Thirty Dollars (\$30.00) per month, payable in July or upon termination, for each month the employee reports to and completes all of his/her regularly assigned duties. The maximum allowable stipend shall be Three Hundred Dollars (\$300.00) per school year.

3.3 Minimum Hours Per Day -

Effective upon contract execution, employees shall only be paid for hours actually worked at their scheduled duty assignments while school is in session. The regular schedule of any Crossing Guard shall only be that period when school is actually in session. Crossing Guards shall only be entitled to unemployment benefits during the period of their regular school year schedule. Crossing Guards shall not be entitled to unemployment benefits when school is not in session, unless otherwise required by law.

Employees who work less than three and one-half (3½) hours on a scheduled work day will receive three and one half (3½) hours pay for any such day, provided that the employee completes all of his/her assigned duties for that day. This guarantee of three and one half (3½) hours minimum pay per work day shall not apply to special duty assignments or when schools are closed for any reason.

3.4 Snow Days

Effective upon contract execution, the City agrees that on those days wherein the Hackensack School System is closed due to snow, each School Traffic Guard actively employed and assigned to a post shall receive pay of two (2) hours for that snow day, without respect to notification of school closing.

A maximum number of snow days per school year shall be four.

ARTICLE 4 – DAYS AND HOUR OF DUTY

4.1 The days of duty and hours of work at various crossing posts shall be established by the Police Department to insure the safety of school children during the school year.

ARTICLE 5 – ABSENCE FROM DUTY

5.1 In the event that an employee is unable to report for duty at any of his/her assigned daily duty periods, he/she must notify (by telephone) the Traffic Division of the Police Department within one (1) hour prior to the time set for the employee to be at his/her post.

5.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (1) days in a six (6) month period, he/she shall: (1) require proof of inability to work by submitting such to the employee's supervisor and, if requested, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates of their absence, physically able to perform any duty connected with his/her job; and, (2) subject the employee to discipline, up to and including termination. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

5.3 Failure to supply the required medical certifications are grounds for termination of employment.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

6.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of a specific provision of this Agreement.

6.3 No settlement of a grievance presented by an employee shall contravene any provisions of this Agreement.

PROCEDURE:

(A) Within seven (7) calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. If such a hearing is requested, it shall be held within fourteen (14) calendar days of such request and an answer shall be submitted by the City Manager within seven (7) calendar days of the conclusion of the hearing.

(B) Either party may appeal the City Manager's decision to the Civil Service Commission or the Public Employment Relations Commission, whichever is applicable but not to both, within twenty (20) calendar days of the City Manager's decision. Only the Union may bring a matter to arbitration, not the employee(s). The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. The arbitrator shall have no power to add to, modify and/or subtract from the terms and conditions of this Agreement.

6.4 The decision of the arbitrator shall be final and binding on all parties, subject to approval pursuant to law. The costs of the arbitration shall be borne equally by the parties, who shall be responsible for their own costs and expenses.

6.5 Irrespective of the above, failure to file a response by the City at any step in the timeframe(s) established shall be deemed a denial. Failure to file at any step of the process by the Union shall be deemed a withdrawal of the grievance.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 a. The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.

- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Civil Service Commission to do the following:
1. To direct employees of the City.
 2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
 3. To make work assignments and work and shift schedules.
 4. To relieve employees from duties because of lack of work, or other legitimate reasons.
 5. To maintain the efficiency of the City operations entrusted to them.
 6. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 8 – UNIFORM AND UNIFORM ALLOWANCE

8.1 Each covered employee must wear the prescribed uniform each day on duty and must keep the uniform clean and presentable.

8.2 Prescribed uniform shall be defined as follows and provided as noted:

<u>UNIFORM</u>	<u>PROVIDED BY</u>
Hat	City
Badge	City
Stop Sign	City
Whistle	City
Reflective Vest	City
Lt. Blue Shirt	Employee
Blue Jacket	Employee
Blue Slacks/Skirt	Employee
Black Shoes	Employee
Orange Coat	City

8.3 All City provided uniform components shall remain the property of the City and must be returned to the Police Department, cleaned and in good repair at the end of the school year or upon termination. Failure to return said items cleaned and in good repair to the Police Department may subject the employee to an assessment for cleaning, repair or replacement of said item(s).

8.4 The Hackensack Police Department shall determine the prescribed uniform for all School Traffic Guards for the different seasons of the work period.

8.5 Failure to properly use safety equipment while on duty constitutes a serious safety hazard and will subject the employee to disciplinary procedures, up to and including termination.

ARTICLE 9 – TRAINING

9.1 Each new and returning School Traffic Guard will be responsible to attend training sessions sponsored by the Hackensack Police Department as deemed necessary.

ARTICLE 10 – PHYSICAL EXAMINATIONS

10.1 The City may, at its sole cost and discretion, direct any or all School Traffic Guards to be examined by a trained medical professional to insure that no uncorrected deficiencies exist which could impair the safe and proper performance of their assigned duties.

ARTICLE 11 – PROTECTION OF PROPERTY AND EQUIPMENT

11.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE 12 – UNION ACTIVITIES

12.1 The Union President or his/her designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Police Chief's permission and does not adversely affect the safe and efficient delivery of School Traffic Guard Services.

ARTICLE 13 – DUES DEDUCTION/AGENCY SHOP

13.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the Union.

13.2 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 14 – ASSIGNMENTS

14.1 Each year, ten (10) days prior to the commencement of the Hackensack Public School year, the Traffic Division of the Hackensack Police Department shall post a listing, in the Traffic Division Office, or all duty assignments for School Traffic Guards. This posting remain for ten (10) days.

14.2 During the school year, the Traffic Division of the Hackensack Police Department shall post, in the Traffic Division Office, a notice indicating when a specific post has been vacated due to termination or resignation. This notice shall remain posed for ten (10) days, during which time a School Traffic Guard may submit a written request for consideration for a transfer to the vacated position. The City reserves unto itself the sole discretion regarding employee assignments under management rights.

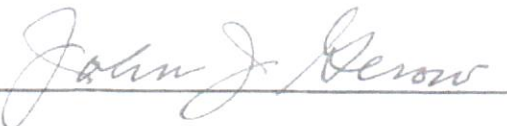
ARTICLE 15 – DURATION


15.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence July 1, 2018 and continue in effect until June 30, 2022. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

15.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

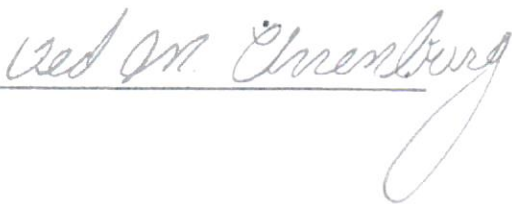
15.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

**HACKENSACK SCHOOL TRAFFIC GUARDS
TEAMSTERS LOCAL 97**





CITY OF HACKENSACK



**City of Hackensack
Crossing Guards Local 97 IBT**

Step	<u>Salary Guide</u>		City / Union - MOU		
	existing 1/1/2018	1/1/2019 3% ACB	1/1/2020 3% ACB	1/1/2021 3% ACB	1/1/2022 3% ACB
10	\$20.23	\$20.84	\$21.46	\$22.11	\$22.77
9	\$18.62	\$19.18	\$19.75	\$20.35	\$20.96
8	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15
7	\$17.20	\$17.72	\$18.25	\$18.79	\$19.36
6	\$16.46	\$16.95	\$17.46	\$17.99	\$18.53
5	\$15.74	\$16.21	\$16.70	\$17.20	\$17.72
4	\$15.02	\$15.47	\$15.93	\$16.41	\$16.91
3	\$14.30	\$14.73	\$15.17	\$15.63	\$16.09
2	\$13.58	\$13.99	\$14.41	\$14.84	\$15.28
1	\$12.86	\$13.25	\$13.64	\$14.05	\$14.47