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A G R E E M E N T

Between

CITY OF BAYONNE, City of

And

SCHOOL TRAFFIC GUARDS

Effective: ~~January 1, 1984~~ through December 31, 1986

APRUZZESE & McDERMOTT A Professional
Corporation Independence Plaza 500
Morris Avenue Springfield, New
Jersey 07081 (201) 467-1776

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P R E A M B L E

This Agreement, made and entered into this 14 day of FEBRUARY, 1984, and effective until midnight, December 31, 1986, is between the City of Bayonne, New Jersey, hereinafter referred to as the "City", and Local 2261, Council 52, American Federation of State, County and Municipal Employees, AFL-CIO (Bayonne Chapter), hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of part-time school traffic guards and meter maids within the Department of Public Safety of the City of Bayonne.

Section 2. Unit. This unit shall consist of all part-time school traffic guards, employees as described in Petition for Certification of public employee representative, Docket No. 474, excluding all other City part-time employees, seasonal employees, policemen, firemen, all craft, professional, office, clerical employees, and all managerial executives, field supervisors and other supervisors within the meaning of the Public Employees Relations Act.

Section 3. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and all other related matters.

Section 4. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with 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 2

CHECK-OFF

Section 1. The City agrees to deduct the monthly dues for Union membership from the pay of those employees who indi-

vidually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City of Bayonne by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the City and the Union by July 1st and January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

Section 3. 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 3

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees of the part-time school traffic guards assigned to administrative or specialized duties as designated by the Director of the Department of Public Safety, each member of the part-time school traffic guards shall, except in the case of emergency as shall be determined by the Director of Public Safety, work a total of four (4) hours daily from Monday to and including Friday during

the school calendar year, both public and parochial, at the locations selected by the Director of the Department of Public Safety, during the morning, midday, and afternoon tours of duty, in accordance with a schedule of post assignments prepared by the aforementioned Director. Those part-time school traffic guards who are assigned to work on Sundays during the entire calendar year, at locations selected by the Director of the Department of Public Safety, shall work five (5) hours on such Sunday, in accordance with a schedule of post assignments prepared by the aforementioned Director. None of the above employees shall consider their post assignments as steady posts.

(b) All meter maids shall be scheduled to work a total of thirty (30) hours per week, on meters, twelve (12) months per year. The current schedule for meter maids, namely alternating one week night work and one week day work, shall remain in effect.

Section 2. Overtime. (a) Whenever an employee works in excess of his regularly scheduled work week or work schedule as provided for in Section 1 above, he shall receive compensation at straight time for the time actually worked by pro-rating the employee's daily rate of pay. Overtime pay occurs only when the employee is held over the normal work shift.

(b) The opportunity to work overtime and holidays (not school holidays) will be offered on the basis of seniority. If there are insufficient volunteers, the work will be assigned

in the inverse order of seniority. Involuntary overtime and holiday work will be rotated by inverse seniority.

(c) Effective January 1, 1984 employees who work on New Year's Day, Easter Sunday, Thanksgiving, and Christmas shall be paid time and one-half (1-1/2) for those hours worked on those holidays.

Section 3. Duties. The duties of the school traffic guards are:

(a) To direct traffic and report traffic violations at school crossings and church crossings during such days and hours as shall be fixed by the Director of the Department of Public Safety.

(b) The Director of the Department of Public Safety shall have the authority to assign one or more school traffic guards to the duty of patrolling such streets of the City of Bayonne where parking meters are located, for the purpose of detecting violations of the traffic ordinance relative to parking and to issue summonses for such violations.

(c) Emergency as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of school children or the public is endangered or imperiled, as shall be determined within the sole discretion of the Director of the Department of Public Safety. The schedule of actual duty as set forth herein shall be the sole responsibility of the

Director of the Department of Public Safety; however, nothing in this Agreement shall be construed to mean that in times of emergency as defined herein, the Director shall be prohibited from summoning to and keeping on duty as many employees as shall be necessary with the sole discretion of such Director to cope with such emergency.

(d) All school traffic guards must wear their full uniform of the day as prescribed by the superior officer in charge, which uniform will not be changed arbitrarily.

(e) Those school traffic guards reporting for duty must phone the office of their superior officer between the hours of 7:00 a.m. and 7:45 a.m. that they are going on their posts. Those school traffic guards who are unable to report for duty must report by phone before 6:30 a.m., so that a replacement can be assigned to cover their post assignments for that day.

(f) All school traffic guards must direct traffic from the center of the street during the prescribed hours.

(g) If guards are assigned to the parks and report for work and their normal work is not available due to inclement weather or for other reasons beyond the control of the Employer, they shall be given work opportunity or pay equal to their regular full shift. Under such circumstances guards must perform other work, if assigned, to be eligible for pay.

ARTICLE 4

WAGES

Section 1. Salaries for part-time school traffic guards shall be as set forth in Schedule A for every day worked.

Section 2. Clothing Allowance. Each part-time woman school traffic guard shall receive, when first hired, one skirt or one pair of slacks, a winter overcoat, a jacket, a hat and a raincoat. Thereafter, this initial issue of clothing will be replaced as needed at the discretion of the Director; such replacement not to exceed one skirt or one pair of slacks every two (2) years. Coats will be replaced in accordance with past practice. Clothing damaged or destroyed in the performance of duty may be replaced upon authorization by the Director or his designee. Effective January 1, 1984, each woman school traffic guard will receive a \$75.00 cash supplemental payment annually; however, newly appointed part-time school traffic guards shall only receive the initial issue of clothing and no payment of the aforesaid cash supplemental during the first year of employment; if their first year of employment terminates after June 1st, such employees will not be eligible to receive the \$75.00 cash supplemental until the following June 1st. Effective January 1, 1985, the cash supplemental will be increased by \$25.00 for a total of \$100.00 per year.

Section 3. Men school traffic guards will receive trousers, a jacket, a winter pea coat, a hat and a raincoat. Thereafter, this initial issue of clothing will be replaced as needed at the discretion of the Director; such replacement not to exceed one pair of trousers every two (2) years. Coats will be replaced in accordance with past practice. ^{What is past practice?} Clothing damaged or destroyed in the performance of duty may be replaced upon authorization by the Director or his designee. After their

first year in service, they shall be entitled to a \$75.00 cash supplemental payment annually. If their first year of employment terminates after June 1st, such employees will not be eligible to receive the \$75.00 cash supplemental until the following June 1st. Effective January 1, 1985, the cash supplemental will be increased by \$25.00 for a total of \$100.00 per year.

ARTICLE 5

HOSPITALIZATION

Section 1. The City agrees to pay 100% of the cost of hospitalization for employees and dependents in the city-wide group Blue Cross and Blue Shield coverage, including Rider "J", for all such employees who apply for, qualify and are accepted into said plan.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the part-time school traffic guards, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

Section 2. It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of PL 1968, Chapter 303. This right shall include, but shall not be limited to, the right to:

- (a) Direct the employees.
- (b) Hire, promote, transfer and assign.
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and PL 1968, Chapter 303.

ARTICLE 7

DISCIPLINE

Section 1. Disciplinary action which may result or be intended to produce suspension, loss of pay, demotion or removal may be instituted by the City for just and sufficient cause.

Disciplinary action shall include the following:

Oral or written reprimand

Suspension

Demotion

Removal

All disciplinary actions instituted by the City shall, in all cases except oral or written reprimand, adhere to the laws, rules and regulations promulgated by the New Jersey Department of Civil Service. Employees shall be entitled to a copy of oral or written reprimands which are placed in their file.

Section 2. Any appeal from disciplinary action instituted by the City shall be processed in accordance with the procedures, rules and regulations promulgated by the New Jersey Department of Civil Service.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as an alleged violation of this Agreement or an improper administrative decision.

Section 2. Purpose. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of part-time school traffic guards. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3. Procedure. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance.

Section 4. The following procedure is mutually agreed upon for the settlement of grievances:

Step 1. An employee with a grievance shall in the presence of the union steward or authorized representative first discuss it with the superior officer in command of the part-time school traffic guards at the time the grievance occurred with the objective of resolving the matter informally. If no answer is given within five (5) working days by the supervisor, the grievance shall be deemed to have been denied and the Union may proceed to Step 2.

Step 2. Chief of Police. If the grievance is not resolved at Step 1, it shall be reduced to writing and submitted to the Chief of Police within five working days following the determination at Step 1. A meeting may be called by either party to discuss the grievance. The Chief shall render his decision, in writing, within seven (7) working days after the presentation of the grievance to him.

Step 3. Director of Public Safety. In the event that the aggrieved person is not satisfied with the decision of the Chief at Step 2, or in the event that no decision has been rendered by the Chief within seven (7) working days after presentation of the grievance to him, the written grievance shall be presented to the Director of the Department of Public Safety within five (5) working days following the determination at Step 2. A meeting may be held to discuss the grievance at the request of either party. The Director shall render his decision, in writing, within seven (7) working days after the presentation of the grievance to him.

Step 4. In the event that the Union is not satisfied with the decision of the Director, or if the Director does not render a decision within seven (7) working days, the Union, on the grievant's behalf, has fifteen (15) working days following the time provisions set forth in Step 3 in which to make the exclusive and absolute choice to pursue all legal remedies afforded by the provision of the Civil Service Act, or to request binding arbitration. The decision to pursue Civil

Service or arbitration shall constitute an election of remedies by the Union and the aggrieved employee, and in no event shall the Union or the aggrieved employee have two review procedures for the same grievance. If the Union selects binding arbitration as the review procedure, the following conditions shall apply:

(a) The Arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Committee.

(b) The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) working days after the close of the arbitration hearing.

(c) The arbitrator shall have no authority to add to, subtract from or modify the terms and conditions of the agreement between the parties.

(d) The costs for the services of the Arbitrator shall be borne equally by the City and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

(e) A grievance affecting a class of employees under Article I may be submitted by the Union on behalf of said group at Step 2 of the grievance procedure.

Section 5. Any disposition of a grievance as herein defined which is accepted by the Union or from which no appeal is taken within the time periods set forth in the grievance procedure shall be final and conclusive, and binding upon the

employee, the Union and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.

Section 6. In any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit same to arbitration.

Section 7. The time limits provided for herein may be extended by mutual consent of the parties which must be in writing.

ARTICLE 9

RETENTION OF BENEFITS

Section 1. The provisions of all Statutes, Civil Service Rules and Regulations, Municipal Ordinances and Resolutions pertaining to part-time school traffic guards shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE 10

SAVINGS CLAUSE

Section 1. In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE 11

RULES AND REGULATIONS

Section 1. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the part-time school traffic guards and maintenance of discipline.

Section 2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

Section 3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of suspension or discharge.

ARTICLE 12

SICK LEAVE AND VACATIONS

Section 1. School traffic guards and meter maids shall be entitled to one (1) four-hour day of vacation and sick leave for every one hundred twenty (120) hours worked during each calendar year.

ARTICLE 13

MATERNITY LEAVE

Section 1. Maternity leave not to exceed six (6) months without pay, shall be granted at the request of an employee. The employee retains the right to use all accumulated sick time and vacation time prior to taking an unpaid leave. This leave may be extended for an additional period up to six (6) months based upon good cause shown which may include medical verification. Approval shall not be unreasonably withheld. Were continued good cause is shown, which may also include medical verification, application for extension of this leave for a specified period of time may be made. The City shall determine whether or not such requested extension will be granted, and if granted, the period of time and conditions which will be applicable to such extension. The maximum leave of absence under this article shall not exceed a total of two consecutive years.

ARTICLE 14

PERSONNEL FILE

Section 1. Any employee shall have the right, upon request, to review the contents of his personnel file which

deals with performance, except letters of recommendation. Such a review must take place in the presence of the Director of Public Safety or his designee. A Union representative may also be present. Obsolete material should be destroyed with the mutual consent of the Director of Public Safety and the employee.

Section 2. The employee shall initial documents dealing with performance; but, those initials show only that the employee has reviewed the material and do not signify agreement or disagreement.

Section 3. A copy of each document placed in an employee's file subsequent to the signing of the Agreement, shall be given to the employee.

Section 4. An employee reserves the right to grieve any material in his personnel file which dates from the effective date of this Contract.

ARTICLE 15

FUNERAL LEAVE

Section 1. School traffic guards will be entitled to three (3) days off (that is four (4) hours per day times three (3) days or a maximum of twelve (12) hours) for a death in the employee's immediate family. Time off shall be given from the day of death until the day after the funeral, not to exceed three (3) working days. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents, grandchildren, current mother-in-

law and father-in-law. Employees of the Jewish faith will receive similar funeral leave.

ARTICLE 16

DURATION

Section 1. This Agreement shall extend through December 31, 1986. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement.

Section 2. In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

Section 3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This Agreement is also

subject to the provisions of any state law, court decisions, statutes, civil service rules and regulations which shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this

14 day of FEBRUARY, 1984.

CITY OF BAYONNE

Attest:

Wm. C. Eger

By: *Bruce Carlin*

Attest:

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
LOCAL 2261, COUNCIL #52

By: *Joseph E. Linares*
PRESIDENT Local 2261

By: *Doreen Liline*

Staff Rep.
Council 32, AFSCME

APPROVED AS TO FORM:

LAW OFFICES
YERGEN & MCDONNELL
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
1000 MORRIS AVENUE
SPRINGFIELD N.J. 07081

SCHEDULE A
WAGE RATES

Section 1.

<u>Effective</u> <u>1/1/84</u>	<u>Effective</u> <u>1/1/85</u>	<u>Effective</u> <u>1/1/86</u>
\$5.50/hr.	\$5.75/hr.	\$6.00/hr.

Section 2. All newly hired school traffic guards will be paid \$3.75 per hour until they complete one (1) full year of service whereupon they will be increased to the job rate then currently in effect. Effective January 1, 1985 and for the duration of this Agreement, all newly hired school traffic guards will be paid \$4.00 per hour until they complete one (1) full year of service whereupon they will be increased to the job rate then currently in effect.

Section 3. School traffic guards with fifteen (15) complete years of continuous service to twenty (20) complete years of continuous service shall have added to their base rate an additional fifteen (\$.15) cents per hour. School traffic guards with twenty (20) or more years of service shall receive ten (\$.10) cents per hour, making a total of twenty-five (\$.25) cents per hour added to their base rate.