

AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

(SCHOOL TRAFFIC GUARDS)



January 1, 2005 - June 30, 2006

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THIS AGREEMENT, made as of January 1, 2005, by and between the City of East Orange, New Jersey, hereinafter referred to as the "City," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

INTRODUCTORY STATEMENT

It is the intention of both the City and the CWA that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. hereinafter "The Act", and be construed to harmonize with the Rules and Regulations of the New Jersey Department of Personnel.

ARTICLE I

RECOGNITION

1. The City hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time and part-time permanent and/or regularly employed School Traffic Guards employed by the City, but excluding all other employees employed by the City including all supervisor, confidential and managerial employees and professional and craft employees pursuant to N.J.S.A. 34:13A-6(d).

2. The term "full-time employee" is intended to include those employees working twenty (20) or more hours per week.

3. The term "part-time employee" is intended to include those employees working less than twenty (20) hours per week.

4. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating units.

ARTICLE II

CHECK-OFF

1. The City agrees to deduct semi-monthly Union membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Union and consistent with applicable law. The amount to be deducted shall be certified to the City or by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15th of the month after the month in which such deductions are made.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

3. The City agrees to submit dues to Union in a computer readable format with the following data:

- A. Employee Name: Last, First, M.
- B. Middle initial
- C. Social Security Number
- D. Employee Home Address, Including Zip Code + 4
- E. CWA Local Number
- F. Work Location
- G. Dues Deducted This Reporting Period
- H. Weekly Based Wage
- I. Full or Part-Time Status
- J. Gender

ARTICLE III

VISITATION

1. The duly authorized officers and/or business representatives of the CWA shall be permitted on City premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the City's premises the business representative must make his/her presence known to a representative designated by the City. The business representative shall conduct himself or herself properly while on City premises.

ARTICLE IV

STEWARDS/UNION REPRESENTATION

1. The City recognizes the right of the Union to have one (1) Steward and one (1) alternate Steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the City with the names of the Stewards and the alternates, and will notify the City of any changes.

2. The authority of the Stewards or alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a Steward to perform

any of such duties during his/her working time, the Steward shall be released from work by his/her supervisor as soon as convenient to the City and only to the extent necessary to take the investigation and for conferring with the City's representative;

(b) The transmission to the City's representatives of messages and information which shall originate with and are authorized by the Union or its officers;

(c) Otherwise the Steward shall be required to perform his/her duties in the same manner and to the same extent as other employees.

3. Any settlement of a question by the Steward and the supervisor of any employee involved in a dispute shall be reviewable by the City and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

1. Definition:

A "Grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

2. Procedure:

(a) A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew it should have known of its occurrence.

(b) Failure at any step of this proceeding to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

(c) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

STEP ONE

The grievance shall be taken up first with the immediate supervisor involved in an attempt to resolve the matter informally at that level.

STEP TWO

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, it shall be discussed by the employee affected and a member of the Union Grievance Committee with the Captain in charge in an effort to resolve the matter informally at that level.

STEP THREE

If as a result of the foregoing discussions, the matter is not resolved within five (5) calendar days, it shall, within an additional five (5) calendar days, be set forth in writing to the Chief, specifying in detail the nature of the grievance.

STEP FOUR

Should no acceptable agreement be reached within an additional ten (10) calendar day period after the receipt of the written grievance by the Chief, the matter may be submitted by the Union to the Board of Police Commissioners within an additional ten (10) day calendar period. The Board will hold such hearings as it deems are necessary and will issue its decision not later than twenty (25) calendar days from receipt of the written grievance and record or from the date of the final hearing. If the Board's decision is not satisfactory to the Union, or if the matter involves an unresolved grievance by the City, the Board's decision or the City's grievance may be referred to arbitration as set forth below, by the City or the Union only. If the aggrieved is a permanent employee, he/she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

STEP FIVE

In lieu of submitting the grievance to the Civil Service Commission, the aggrieved and the Union may resort to the remedies in this step, provided, however, that such action must be initiated within ten (10) calendar days of the time the Board's decision was received or considered due in Step Four. The appeal must be made in writing reciting the matter submitted to the Board as specified above. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the New Jersey Public Employment Relations Commission to submit to the parties a roster of persons qualified to function as an arbitrator in accordance with its rules and regulations;

(b) The rules and procedures of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, nor shall he/she in any case have power to rule on any

issue or disputes not clearly covered by or which is excepted from the definition of a grievance as contained in this Article or excepted from this grievance procedure by any other provision of this Agreement;

(c) The City and the Union shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance;

(d) Costs:

(i) Each party will bear the total cost incurred by themselves;

(ii) The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties and such costs will be shared equally.

(e) The right to request arbitration shall be limited to the parties to this Agreement, and either party may demand arbitration.

ARTICLE VI

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except to the extent expressly modified by a specific provision of this Agreement, the City possesses the sole right and responsibility to operate and manage its Police Department and all management rights repose in it. These rights include, but are not limited to the rights: to determine the existence or non-existence of facts which are the basis of the City Police Department and/or Management decisions; to establish or continue policies, practice or procedures for the conduct of the Police Department and its services to the Citizens of East Orange and, from time to time, to change or abolish such practices or procedures subject to the provisions of N.J.S.A. 34:13A-5.3, where applicable; to determine and, from time to time, redetermine the number, locations and relocation and types of its facilities, operations and equipment and of its officers and employees required; to assign work to officers and employees and to determine the overtime to be worked, if any; to establish training programs and upgrading requirements for officers and employees within the Department, to establish and change work schedules and assignments; to transfer or promote officers and employees; to demote officers and employees for just cause; to layoff, terminate or otherwise relieve officers and employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline subject to the provisions of N.J.S.A. 34:13A-5.3, where applicable; to suspend, discharge or otherwise discipline officers and employees for just cause; to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Police Department provided, however, nothing herein shall prevent an officer or employee from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE VII

SALARY

The hourly base salary for all current employees in the unit shall be as follows:

	<u>2005</u>	<u>2006</u>
Step 8	16.02	16.50
Step 7	15.34	15.80
Step 6	14.63	15.06
Step 5	13.92	14.33
Step 4	13.21	13.60
Step 3	12.49	12.87
Step 2	11.78	12.14
Step 1	11.17	11.51

Upon separation from employment with the City of East Orange, an employee who participated in the Payroll deferral of 1996 will receive ten (10) days pay at the current rate of pay at his/her time of separation.

ARTICLE VIII

EVALUATIONS

Employees shall be evaluated annually. Merit increments shall not be withheld due to the failure of a supervisor to complete an evaluation in a timely manner.

A. Evaluation shall be made at least once each year for all employees. An employee must have worked for their immediate supervisor for at least three (3) months before an evaluation can be performed.

B. Each employer shall be notified of his/her performance evaluation and shall have the opportunity to review and sign such evaluation. The supervisor shall confer with the employee regarding the evaluation and provide a copy of same. The employee's signature on said evaluation shall not indicate agreement or disagreement with the contents of the evaluation.

C. Appeals on adverse performance evaluations shall be resolved through the grievance procedure. If the rating is a primary or contributing factor in future adverse action (that is, demotion, separation and so forth), the employee retains all rights to a formal hearing as provided in N.J.A.C. 4A:6-5.

D. At the six (6) month point between annual evaluations, the supervisor shall confer with the employee and advise the employee of his/her performance since the last evaluation and set foals for the next evaluation. However, where the performance of an employee is unsatisfactory, the supervisor will confer with the employee at least once every (3) months and in doing such, set forth the deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the

employee must sign off notice of such conferences.

E. Evaluations used for the purpose of granting or withholding increments shall be based on a twelve (12) month period of service. If an increment is withheld and the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six (6) months from the date the withheld increment would have been paid.

F. During the working test period, employees will be evaluated after two (2) months and at the end of the working test period.

G. Excused sick leave shall not have an adverse impact on evaluations.

ARTICLE IX

VACATIONS

1. Full-time employees in the unit will receive pay in lieu of vacation according to the following schedule:

Initial year of employment	- At the rate of ½ workday for each month of service for the remainder of the calendar year following the date of employment.
One (1) year to five (5) years inclusive	- Six (6) work days per year.
Six (6) years to ten (10) years inclusive	- Seven (7) work days per year.
Eleven (11) years to fifteen (15) years inclusive	- Eight (8) work days per year.
Twenty (20) years to twenty-four (24) years inclusive	Eleven (11) work days per year.
Twenty-Five (25) years and over	- Thirteen (13) work days per year.

2. Vacation time shall be paid according to the number of hours worked per day per year.

3. Consistent with Civil Service regulations and procedures, employees shall, as heretofore, be permitted to carry over into the next year up to one (1) year of earned vacation.

4. All denials for requested vacation should be made in writing and be made no later than ten (10) working days after the request is made.

ARTICLE X

SICK LEAVE

1. Each full-time employee in the unit shall receive seven (7) cumulative sick leave days annually, to be administered in accordance with departmental rules and regulations.
2. Such leave days shall be paid according to the number of hours worked per day per employee.
3. In addition to the entitlement contained in Paragraph 1 above, employees hired prior to January 1, 1974 shall receive two (2) cumulative sick leave days for each five (5) years of employment prior to January 1, 1974.

ARTICLE XI

STRIKES AND LOCK-OUT

1. It is agreed that the Union and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Union or any of its employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with the City's operations. Nothing contained herein is intended in any way to limit any prohibition as to the right to strike or other concerted activity applicable to the Union and its members.
2. The City agrees that it will not institute a lock-out.

ARTICLE XII

EFFECTIVE LAWS

1. The City and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.
2. Except as may be agreed to by the parties in negotiating the grievance procedure, this Agreement shall not restrict or limit any employee from pursuing his/her rights or remedies under the New Jersey Department of Personnel Statutes, Rules and Procedures, and this Agreement is not intended to restrict or limit any such rights or remedies.

ARTICLE XIII

HEALTH INSURANCE

1. The City agrees to continue to pay full health insurance coverage under Blue Cross and Blue Shield of New Jersey. The City shall pay for the cost of premiums for the individual employee and dependents, including his/her spouse, if any. The City will consult with the Union prior to making any change in the insurance carrier or the insurance program.

a. Consistent with the current policy, the City shall provide a co-pay prescription plan for each covered employed and his/her dependents as follows: \$5.00 for generic prescriptions and \$10.00 for brand name prescriptions.

b. Effective upon thirty (30) days notice, the employee shall pay a \$10.00 co-pay for each HMO doctor visit.

The AFLAC Plan has been adopted by the City and the parties agree that the City will offer a payment for employees who elect to waive health insurance coverage in the following annual amounts:

Family	\$3,500.00
Husband/Wife	\$3,000.00
Parent/Child	\$2,000.00
Single	\$1,500.00

The amount will be paid twice per year in July and December.

2. The current dental and disability insurance plans in effect with the other units represented by the CWA will continue for full-time School Guards. Any employee electing Delta Plan coverage may do so in accordance with the Plan's enrollment provisions, and will pay one-half (1/2) the difference between current premium for the Unity Plan and the Delta Plan premium. Coverage will be effectuated as soon as practicable.

3. Those employees who choose to retire with twenty (20) or more years of service will receive a Point of Service/HMO Plan, which includes a prescription plan. This service will include a fifty (50) percent contribution from the City of East Orange.

4. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits plans.

ARTICLE XIV

TERM OF AGREEMENT

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement.

2. The term of this Agreement shall be from January 1, 2005 through June 30, 2006. Negotiations as to a Successor Agreement shall commence no later than April 1, 2006. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

3. This Agreement shall remain in full force and effect on a day-to-day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by Registered or Certified Mail, Return Receipt Requested, in which event the Agreement shall terminate five (5) days following receipt of such notice.

ARTICLE XV

UNIFORMS

1. The City shall supply and pay for the uniform specification as set forth in General Order #263, Section A, Uniform Specifications, annexed hereto and incorporated herein, of the East Orange Police Department for all members of the school traffic guards unit.

2. In no event shall the clothing allotment exceed \$275 in each year of the agreement.

3. In no event shall an employee be eligible for reimbursement for clothing that is not purchased through the City.

4. The City shall provide the hat wreath, badge, identification card, vest, uniform shoulder patches, stop sign, and a 911 telephone to school traffic guards. All equipment and articles furnished by the Police Department must be immediately surrendered to the Traffic Supervisor upon suspension or separation from service. If said equipment requires replacement, the employee shall seek approval for the replacement of the City issued equipment from the Traffic Supervisor.

ARTICLE XVI

LONGEVITY

All current employees, hired on or before February 22, 2002, shall be entitled to longevity compensation as follows:

<u>Years of Service</u>	<u>Percent of Salary</u>
5 years	3%
10 years	5%
15 years	7%
20 years	9%
24 years	10%
25 years	14%

Employees hired after February 22, 2002 shall be entitled to receive longevity payments as follows:

<u>Years of Service</u>	<u>Percent of Salary</u>
10 years	2%
15 years	4%
20 years	6%
25 years	8%
30 years	10%

The longevity eligibility and payment thereof shall be consistent with Police Department procedures.

ARTICLE XVII

SNOW OR EMERGENCY DAYS

1. Employees shall be paid for up to three (3) days per year in the event school is closed due to snow or other emergencies. In addition to the above (3) days, employees shall receive a minimum of one (1) hour call-in pay in the event school is closed and the employees are not notified in time causing them to report to their posts. Employees acknowledge their responsibility to follow appropriate Police Department procedures to determine whether school is open.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. Employees with twenty (20) or more years of service will receive one (1) additional day of bereavement leave beyond that currently in affect for death in the immediate family.

B. Employees will receive one (1) day of bereavement for death in the non-immediate family. "Non-immediate family" shall e as defined within the Police Department procedures.

ARTICLE XIX

DISCIPLINE FOR CAUSE

No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her services without just cause. Any such adverse action shall be subject to the grievance procedure herein set forth.

ARTICLE XX

DENTAL INSURANCE

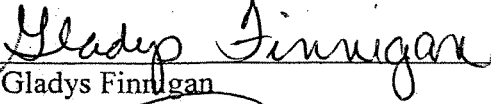
1. The City agrees to continue the dental insurance program presently in effect, or to institute one which is equal or better to School Crossing Guards on the same basis as other part-time employees represented by the CWA; and the City shall pay for the cost of premiums for the individual employee or his/her spouse. Dental insurance forms may be requested from the Administration Office in advance of the first of each series of dental appointments. A schedule for dental allowances is available from the Administration Office.

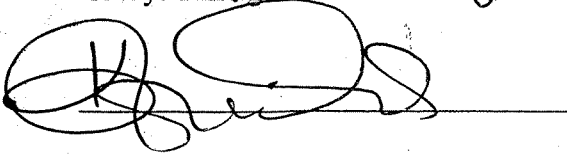
2. Dental Insurance Coverage will begin automatically after the employee has worked as a School Crossing Guard for three (3) full months. The Administration Office shall be immediately advised of any changes in marital or family status.

3. If available from the insurance carrier(s), all employees shall be given booklets for all dental insurance benefits.

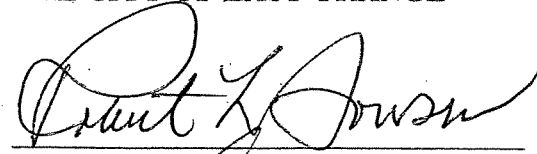
IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Agreement as of this day and year first written above.

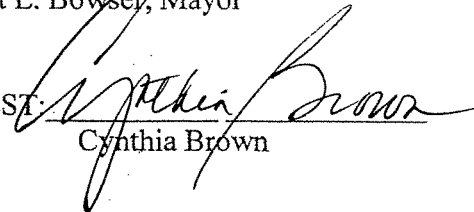
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO :


Gladys Finnigan



THE CITY OF EAST ORANGE


Robert L. Bowser, Mayor

ATTEST: 
Cynthia Brown

REVISED GENERAL ORDER # 263

FILE NUMBER:

CHAPTER 21 PAGE 17

SUBJECT: Uniform Regulations for School Traffic Guards (Male and Female)

All members of the School Traffic Guards unit of this department (Male and Female) shall adhere to the following uniform specifications as set down by the East Orange Director of Public Safety and the Chief of Police.

A. Uniform Specifications

1. Female/Male School Traffic Guards

- (a) Hat – Wave type, white top with blue trim, to be worn at all times during assigned duty hours.

(optional) – Fur cap with blue fur trim. White top for female guards and black for male guards.

- (b) Skirt – Dark Navy blue wool material no longer than knee length.

(optional) - Slacks, dark Navy blue wool material. Male guards will wear dark Navy blue wool trousers.

- (c) Coat – Black or dark Navy blue; Warrington #130 Mill 30 oz 100% wool winter coat.

(optional) - Approved Navy blue nylon coat. Coat must be fully buttoned during assigned duty hours.

- (d) Stockings – Neutral shade.

Male guards will wear only black colored socks.

- (e) Raincoat – Either Yellow or Orange.

- (f) Gloves – White, Cotton or Woolen gloves are to be worn at all times during assigned duty hours.

- (g) Tie – Plain style clip-on black tie, with plain metallic tie pin/bar, to be worn at all times with summer blouse or long sleeve shirt.

Exception – When working in or handling prisoners in the cell block area, the tie will be removed and the top button of the shirt will be unbuttoned.

- (h) Summer Blouse – Serge material dark Navy blue in color.

- (i) Shirt – White, long sleeve shirt, to be worn with summer blouse and tucked in skirt/slacks so that no portion of the shirt is over hanging the waist area. Shirt may be worn without summer blouse as per uniform of the day schedule. Short sleeve white shirt (when worn) is to be tucked in the skirt/slack so that no portion is overhanging the waist area.

Ruffled blouses are absolutely prohibited.

- (j) Shoes – Black laced, low quarter (open-toes, high heels, and canvas shoes are strictly prohibited.

Male guards will wear regulation type police shoes only black in color.

- (k) Boots – Must be black in color with black sole.
- (l) Arm Patches – Must be sewn on each sleeve of the regulation overcoat, summer blouse and shirts, one-half inch below the shoulder seam. Arm patches will be sewn on the new style overcoat one-half inch below the shoulder.
- (m) Badge - Must be worn over the left breast on the outermost garment.
- (n) Hat Shield – Must be worn in the center front portion of the hat.
- (o) Reflective Safety Vest – Must be worn at all times.
(exception) – Does not have to be worn if member is wearing a yellow or orange raincoat.

B. Resignations and Suspensions

Crossing Guards who are dismissed or resign shall immediately surrender to the Commander of the Traffic Unit, their badges and hat shields, together with all Departmental property which may be in their respective possession.

Returnable equipment shall include:

- (a) Badge
- (b) Hat Shield
- (c) Arm Patches
- (d) Identification Badge
- (e) Reflective Safety Vest
- (f) Stop sign, and
- (g) 911 telephone

- C. This General Order shall be strictly adhered to and cannot be altered in any way without the express consent of the office of the Chief of Police.

Date: _____

Chief of Police

PERC

2008 JAN 15 P 2:20