

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 98-818
 Agenda No. 10. c
 Approved: NOV 12 1998



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
 BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY SCHOOL
 TRAFFIC GUARDS ASSOCIATION.**

COUNCIL
 following resolution:

offered and moved adoption of the

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and Jersey City School Traffic Guards Association subject to ratification by the Municipal Council of the City of Jersey City; and

WHEREAS, the City of Jersey City has indicated its desire to meet with the representatives of Jersey City School Traffic Guards Association immediately after the adoption of this resolution to complete the written provisions of the agreement in its entirety; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and Jersey City School Traffic Guards Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City.

11/4/98
 RG/jet

APPROVED: _____
 APPROVED: *Robert Byrne*
 Business Administrator

APPROVED AS TO LEGAL FORM
Sean M. Connolly Esq.
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/10/98											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
CAVANAUGH	✓			GAUGHAN	✓			COLON	✓		
DONNELLY	✓			VEGA	✓			DeGISE	✓		
BETTINGER	✓			HOLLOWAY	✓			SMITH	✓		

✓Indicates Vote

N.V.—Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Robert Byrne
 President of Council

Robert Byrne
 Robert Byrne, City Clerk

AGREEMENT

BETWEEN

CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION

SEPTEMBER 1, 1998 THROUGH AUGUST 31, 2001

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PREAMBLE

THIS AGREEMENT, entered into this day of 1998 by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "CITY", and the JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all the bargainable issues between the City and the Association.

ARTICLE I
RECOGNITION

The City hereby recognizes the Association as the exclusive collective negotiations agent for all School Traffic Guards employed by the City.

ARTICLE II
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLES III
WORK HOURS

A. The City shall maintain the current work week of approximately twenty (20) hours per week providing there is no interference with the ability of the City to maintain appropriate coverage at traffic crossings.

ARTICLE IV
HOLIDAYS

A. Employees who have completed one (1) calendar year of employment shall receive six (6) paid holidays at their daily rate of pay commencing with their second year of employment.

B. These monies shall be paid in the following manner:

1. Two Holidays to be paid at Thanksgiving
2. One Holiday to be paid at Easter
3. One Holiday to be paid at Memorial Day.
4. One Holiday to be paid at Martin Luther King Day.
5. One Holiday to be paid at Columbus Day.

C. Holiday pay shall be paid in the pay period during which the Holiday falls.

ARTICLE V
HOSPITALIZATION AND INSURANCE

A. In accordance with the understanding reached during our collective negotiations, it is the position of the City that it will provide our Basic Health Insurance package to any employees within your bargaining unit who have no insurance coverage through employment outside of the bargaining unit, or through employment by a spouse or other family member who covers them.

B. Effective, the date of signing, the City shall provide Life Insurance in the amount of Seven Thousand, Five Hundred (\$7,500.00) Dollars for each employee.

C. The City will provide a Family Prescription Plan. Employees will pay Eight (\$8.00) for brand name prescriptions and Four (\$4.00) for generic prescriptions. Employees hired after December 31, 1996 will be provided with a prescription plan for themselves only, that is no dependent coverage.

D. A Family Optical Plan will be provided by the City at \$75.00 per employee per year.

E. The City shall have the right to change insurance carriers as long as substantially similar benefits are provided.

F. The parties agree that the City shall have the exclusive right to reopen negotiations for the purpose or proposing modifications to Hospitalization and Insurance benefits set forth in this Agreement during the life of the parties' Collective Bargaining Agreement (September 1, 1998 to August 31, 2001).

ARTICLE VI
SALARIES

A. School Traffic Guards shall receive compensation for the life of this Agreement as follows:

1. For all employees hired prior to June 30, 1991:

9/1/98	\$38.50
9/1/99	\$39.75
9/1/00	\$40.00

2. For all employees hired between July 1, 1991 and December 31, 1996:

9/1/98	\$31.60
9/1/99	\$32.45
9/1/00	\$33.25

3. For all employees hired between January 1, 1997 and December 31, 1998:

Start	9/1/98	\$30.85
	9/1/99	\$31.70
	9/1/00	\$32.50

4. For all employees hired after December 31, 1998:

Start	\$30.00
9/1/99	\$31.20
9/1/00	\$32.50

B. When called on for parade duty or Special event, the rate of pay shall be two (2) times the applicable hourly rate. Parade duty or special events shall be awarded based upon a rotating seniority list.

C. It is specifically understood that the daily rate set forth above shall be applicable to all employees regardless of the number of hours in their assigned schedule.

D. Employees must be on the payroll as active employees on the execution date of the Memorandum of Agreement in order to qualify for the increase set forth above.

E. Employees shall only be paid for days actually worked.

F. Effective in September 1994, it is agreed that a one week paylag will be instituted by the City.

ARTICLE VII
SICK LEAVE

A. After completion of six (6) months service, all employees employed by the employer shall be entitled to five (5) sick leave days with pay per work year. Members of the bargaining unit who have completed five (5) years or more continuous service shall be entitled to six (6) sick days.

B. For employees hired after December 31, 1996:

After completion of six (6) months service, employees shall be entitled to four (4) sick leave days with pay per work year.

After completing five (5) years or more continuous service, members shall be entitled to five (5) sick leave days with pay per work year.

C. Any amount of sick leave allowance not used in any work year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, the supervisor must be notified at least one (1) hour prior to the employee's usual reporting time.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE VIII
TERMINAL LEAVE

A. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused sick time, in accordance with the conditions set forth below:

1. Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty percent (80%) of all unused sick time, up to a maximum of thirty (30) sick days.

ARTICLE IX
BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, she/he shall be entitled, to time off with pay from the day of death up to and including the day after the funeral, but in no event, to exceed five (5) working days. If the day after the funeral occurs more than five (5) working days from the day of death, the employee shall be entitled to only five (5) working days of bereavement leave. If the day after the funeral occurs less than five (5) working days from the day of death, the employee is entitled to bereavement leave only up to and including the day after the funeral, even though the total bereavement leave is less than five (5) working days.

B. Immediate family, for purposes of the Article, shall be defined as follows: Husband, wife, mother, father, son, daughter, sister, brother, grandparents, grandchildren, sister-in-law, brother-in-law.

C. An employee shall also be entitled to one (1) day off for the attendance at the funeral of an aunt, uncle, niece, nephew of him/herself or his/her spouse, or any other relative residing in the employee's immediate household, other than those relatives listed in Paragraph B, above.

ARTICLE X
NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from his/her position or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed ground for termination of employment of such employee or employees.

C. The association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association of its members.

ARTICLE XI UNIFORMS

A. Every September, each employee who has been employed at the end of the previous school year will receive the following: One (1) hat, one (1) pair pants, one (1) long sleeve shirt and one (1) short sleeve shirt.

B. New employees will be provided with one (1) hat, one (1) badge and one (1) safety vest upon being assigned to a post. After three (3) months of service, new employees will receive two (2) pairs of pants, two (2) long sleeve shirts, two (2) short sleeve shirts, one (1) wind-breaker, one (1) winter jacket and one (1) raincoat.

C. After the 3rd year of employment and thereafter every three (3) years of employment, each employee will receive a new spring jacket.

D. After the fifth year of employment and thereafter every five (5) years of employment, each employee will receive a new winter jacket.

E. Safety vests and raincoats will be replaced on an as needed basis determined by the Director of Police or his designee.

ARTICLE XII DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies shall be transmitted monthly to the Association.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Association.

The Association agrees that it will indemnify and save harmless the City of Jersey City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Association under this Article.

C. The City will provide the Union prior to January 1, and July 1, of each year, a list of any employees requesting the termination of dues checkoff.

D. Agency Shop

Effective July 1, 1980, and in accordance with the agency shop statute, the City hereby agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union.

E. Representation Fee

1. Purpose of Fee

If any eligible member of this bargaining unit does not become a member of the Association upon being employed by the City, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to off-set the employee's per capita cost of services rendered by the Association as majority representatives.

F. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately off-set per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount, solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

G. Reduction and Transmission of Fee

1. Notification

The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Association during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the City in writing of any changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day

period. The list will include names, job titles, and dates of such employees. This list shall be in addition to the requirements of Paragraph E above.

7. Indemnification

The Union, in exchange for implementation of said Agency Shop hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as a result of the implementation of the Agency Shop provision.

ARTICLE XIII
SENIORITY & BIDDING OF POSTS

A. Seniority is defined as an employee's total length of permanent service with the employer in a particular class of position.

B. All permanent and temporary post vacancies and abolishments shall be made known to the President of the Association.

C. Bidding of Posts

1. All posts which have been assigned as of April 1, 1997 will continue to be the regular permanent assignment of the respective members.

2. Existing Post Vacancies/Newly Established Posts

When an existing permanent assigned post is vacated or a new post is established, the President of the Association will be informed within three (3) days of the event.

The vacated post will be assigned in the following manner:

a. Any members who were displaced from a permanently assigned post due to the abolishment of post(s) and who are acting as floaters will have seven (7) calendar days from the announcement of the opening to the Association's President to bid on the post. After the seven (7) calendar days, the post will be assigned permanently to the displaced, bidding member with most seniority.

b. If there aren't any displaced members or displaced members fail to bid on a vacated post or newly established post, the post will be open to the remainder of the membership to bid on. The bids will be received within ten (10) days of informing the President of the Association. The post will be awarded to the member with most seniority.

c. In the event there are no bids received for the vacant post or newly established post, the member with least seniority will be assigned to the post permanently.

d. During either bidding process, a temporary replacement will be assigned by management to man the post until the permanent assignment is made.

3. Existing Post Abolished

When an existing post is abolished the member who is displaced will be assigned as a “floater”, that is, assigned by management where needed until a post is vacated or a new post is established at which time the member would bid on that post. If a displaced member fails to bid on a post or is not assigned a post due to lack of seniority, (another displaced member with more seniority) the member will continue to be used as a “floater”.

4. Summer Recess Assignments

Posts that are used during the summer recess (late June or August) will be offered to the member who is permanently assigned the post during the regular school year. If that member declines the post, it will be offered to other members based upon current practice.

If the posts are not filled using the current practice, inverse seniority will be employed and those members with least seniority will be required to fill the post.

Summer recess assignments will be accepted or assigned for the entire summer period. No bids or assignment will be for a part of the summer recess period.

D. Failure or refusal to work an assigned post, whether during the regular school year or summer recess period, will result in the City reporting that fact to the Division of Unemployment in the event of the employee applying for unemployment benefits.

5. Super Saturday Assignments

Posts that are utilized when the Board of Education holds Super Saturday Sessions will be offered to the member who is permanently assigned the post.

If the member declines the assignment, it will be offered to volunteers on a rotating seniority basis.

In the event there are posts not filled by asking for volunteers, inverse seniority will be employed and those members with least seniority will be required to fill the post.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible, so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. No employee within the bargaining unit shall have the right to discuss or resolve any grievance above Step One without the presence herein by the Union, whether such employee is a member or non-member of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the union, or the City, subject to Article entitled "Grievance."

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

Step One

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and the School Crossing Guard Superior in charge of the Crossing Guard Program, for the propose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Union must be notified and made a part of each and every grievance and hearing.

(b) The School Crossing Guard Superior shall render a decision in writing five (5) days after the receipt of the grievance.

Step Two

(a) In the event the grievance is not settled through Step One, the same shall be reduced in writing, signed by the aggrieved, and filed with the Deputy Chief in charge of Uniformed Patrol, or his designee, within five (5) days following the determination by the School Crossing Guard Superior.

(b) The Deputy Chief, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination by the Deputy Chief, or his designee, the matter may be submitted to the Department Director.

(b) A written answer to said grievance shall be submitted within ten (10) days from receipt of the Grievance by the Department Director.

Step Four

(a) If the grievance is not settled through Step One, Two and Three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Department Director. An Arbitrator shall be selected pursuant to the rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision or the Department Director. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add, modify, detract from or alter in anyway, the provision of this Agreement or any amendment or supplement thereto.

(d) The costs of the service of the Arbitrator shall be born equally between the City and Union, if the Union is the moving party, otherwise the grievant shall bear one-half of the expense. Any other expenses, including, but limited to the presentation or witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties, subject to legal remedies of the parties.

D. Miscellaneous Provisions

1. The Union President, or his/her authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a part to each and every grievance whether or not the grievant was a member or a non-member.

ARTICLE XV
SEVERABILITY AND SAVINGS

Should any provision of this Agreement be found to be in violation of State Law or found to be unlawful and unenforceable by any court of competent jurisdiction such decision of the Court shall apply only to the specific provisions of the Agreement affected by the decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated provision if said provision provides an economic benefit to the employees.

ARTICLE XVI
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII
VISITATION-WORK SITE

A. Accredited Representatives of the Association, not to exceed two (2), shall be permitted to visit Police Headquarters, substations, or the office of the Police Director for the purpose of observing working conditions or assisting in the adjustment of grievances. The Association will request such permission from appropriate City officials and such permission will not be unreasonably withheld.

B. The President and in her absence, the Vice President shall be entitled to devote reasonable time to the administration and enforcement of this agreement.

Such time off will include being relieved from duty for one (1) full day when it is necessary for Union Representatives, not to exceed two (2), to be present at any union business except contract negotiations where a maximum of two (2) representatives will be present.

C. All School Traffic Guards shall be subject to City-wide permanent and temporary assignment based on seniority.

ARTICLE XVIII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of September 1, 1998 and shall remain in effect to and including August 31, 2001 without any reopening date except as set forth herein. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

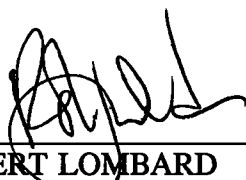
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey on this day of 1998.

ATTEST:

CITY OF JERSEY CITY
HUDSON COUNTY, N.J.

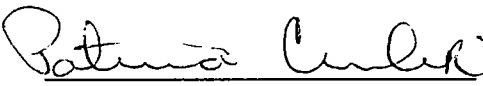


ROBERT BYRNE
City Clerk



ROBERT LOMBARD
Business Administrator

JERSEY CITY SCHOOL TRAFFIC
GUARDS ASSOCIATION



PATRICIA CIESLAK
Vice President



DONNA DiSTAULO
President