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A G R E E M E N T

between

THE TOWNSHIP OF BLOOMFIELD,
ESSEX COUNTY, NEW JERSEY

and

BLOOMFIELD SCHOOL CROSSING GUARDS ASSOCIATION

January 1, 1990 through December 31, 1991

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PREAMBLE

This Agreement is entered into this *24th* day of *October*, 1990 by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Township or the Employer), and BLOOMFIELD SCHOOL CROSSING GUARDS ASSOCIATION (hereinafter called the Association).

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive majority representative of all School Traffic Guards in the Police Department of the Township of Bloomfield within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1, et seq.

ARTICLE II
MANAGEMENT RIGHTS

A. The Employer 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 Laws 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 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 qualification and conditions for continued employment or assignment and to promote and transfer Employees;

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

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 employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the employee's department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association on behalf of an individual employee or group of employees, or the Township.

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, the Association on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within ten (10)

GRIEVANCE PROCEDURE (Continued)

working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the Association shall, in writing and signed, file the grievance with the Department Head within three (3) calendar days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Department Head is on leave, off duty, or out of town, the five (5) calendar days time limit shall not begin running until the Department Head has returned.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the employee or the Association may appeal, in writing, the Department Head's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

GRIEVANCE PROCEDURE (Continued)

(b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the employee or the Association may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

GRIEVANCE PROCEDURE (Continued)

2) The party demanding arbitration shall request the N. J. State Board of Mediation or the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N. J. State Board of Mediation or the Public Employment Relations Commission.

3) The costs of the services of the arbitrator shall be borne equally by the Township and the Association.

4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5) The decision of the arbitrator shall be advisory in nature only and shall not be binding upon the Township and the Association.

D. A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next Step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Association Grievance Committee or a Township Official whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation, or other bona fide cause.

F. The Township reserves the right to file in writing a grievance on its behalf with the President of the Association who shall conduct a conference with representatives of the

GRIEVANCE PROCEDURE (Continued)

Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for advisory arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms 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 position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

NO-STRIKE PLEDGE (Continued)

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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 or its members.

ARTICLE V
HOURS OF WORK

A. The hours of work for all School Traffic Guards shall be in accordance with the following schedule of respective assignments:

<u>Post</u>	<u>Time</u>	<u>Daily Hours</u>
A	7:45-9:00; 11-1; 2:45-4:00	4 1/2
A-1	8:00-9:00; 11:15-1; 3:00-4:45	4 1/2
B*	7:30-9:00; 11-1; 2:45-4:00	4 3/4
B-1	8:00-9:00; 11:15-1; 3:00-5:00	4 3/4
C	7:45-9:00; 11-1; 2:30-4:00	4 3/4
D*	7:30-9:00; 11-1; 2:30-4:00	5
E	7:30-9:00; 2:30-4:00	3
E-1	8:00-9:00 2:45-4:45	3
F	7:00-9:00; 11-1; 2:45-4:00	5 1/4

*Temporarily not assigned due to post changes.

B. School Traffic Guards required to work in excess of hours stated in Paragraph A above, will be paid on the basis of straight time only.

ARTICLE VI

VACATION PAY

A. All permanent and temporary School Traffic Guards will receive a check payable in the month of July based on the following formula:

45 hours; 42.75 hours or 40.5 hours, as applicable, for each respective guard, per school year modified by a fraction with a numerator of days worked (including paid sick leave) over a denominator of 180 working days.

B. There is no vacation pay benefit for alternate School Traffic Guards.

ARTICLE VII

SICK LEAVE

A. All permanent School Traffic Guards will receive sick leave based on a formula of 5; 4.75; 4.5; 3 or 2 hours, per month, as applicable, for nine (9) months.

B. Sick leave for temporary guards is accrued on the basis stated in Paragraph A above beginning six months after temporary appointment.

C. The amount of such sick leave not taken shall accumulate to the employee's credit from year to year.

D. There is no sick leave benefit for alternate School Traffic Guards.

E. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the employee's immediate family seriously ill and which requires the care or attendance of such employee. Such attendance shall be limited to a maximum of three (3) days. Immediate

SICK LEAVE (Continued)

family is defined as spouse, father, mother,
child, sister or brother of the employee.

ARTICLE VIII

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties, and that such disability is established by the Township Physician.

ARTICLE IX

DEATH IN FAMILY LEAVE

Leave of absence of three (3) working days, with full pay, shall be granted to each employee upon the death of a member of the immediate family. Immediate family for purposes of this Article is defined as: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, stepsister and stepbrother.

ARTICLE X

SNOW DAYS/HOLIDAYS

A. Guards shall be paid a full day's pay when school is cancelled or when school is dismissed early because of weather conditions.

B. Employees covered under this Agreement will be entitled to the following holidays with pay:

- (1) Thanksgiving
- (2) Day after Thanksgiving

ARTICLE XI

HEALTH, DENTAL AND PRESCRIPTION DRUG

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

Employees agree to accept if and when the Township chooses a change from the present State Health Benefits Program to some other Self-funded or other health benefits program as long as the benefits are the same.

B. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State Health Benefits Program, but not including survivors, if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.

C. The employer agrees to provide dental insurance coverage for the term of this Agreement.

The cost to the Township shall be a maximum average cost of \$330.00 for the life of this Contract. Difference between this amount and actual cost to be paid by the employee. The coverage will be for family, husband/wife, single, or employee/child, depending upon the employee's status.

D.1. Effective November 1, 1990 employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse employees for all prescription drugs immediately after a receipt is submitted for payment and a Major Medical application is signed. Coverage will be for family, husband/wife, single or employee/child depending on the employee's status.

HEALTH, DENTAL AND PRESCRIPTION DRUG (Continued)

Employees are to sign over to Township any reimbursements received from Major Medical Carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse employees for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.

4. When employees present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.

5. The employee shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the employee in accordance with Article XI (D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

HEALTH, DENTAL AND PRESCRIPTION DRUG (Continued)

E. In the event that an optical plan is instituted by virtue of contract settlements with other bargaining units whose total membership is 200 or more, similar coverage will be provided for members of the Association.

F. There is no benefit under this Article for Alternate School Traffic Guards.

ARTICLE XII

CLOTHING ALLOWANCE

A. Effective January 1, 1989, the Township shall provide an annual clothing allowance to permanent and temporary School Traffic Guards in the sum total of two hundred twenty dollars (\$220.00) for the preceding calendar year, payable in October of the subsequent year.

B. The clothing allowance shall be paid to such permanent and temporary guards who are employed by the Township on October 1st of the given year and have been employed continuously for nine (9) months preceding the conclusion of the previous school year.

C. The clothing allowance shall be prorated for permanent and temporary School Traffic Guards who are employed by the Township on October 1st but have been employed for less than nine (9) months preceding the conclusion of the previous school year according to the following formula:

For each month's service - 10% clothing allowance

D. There is no clothing allowance benefit for Alternate School Traffic Guards.

ARTICLE XIII

LONGEVITY

A. A longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	- 2%
After ten (10) years of service	- 4%
After fifteen (15) years of service	- 6%
After twenty (20) years of service	- 8%
After twenty-five (25) years of service	- 10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the

LONGEVITY (Continued)

completion of said accumulated years of service with the Township of Bloomfield .

G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

ARTICLE XIV

RETIREMENT

Qualified employees shall retain all pension rights under New Jersey Law.

ARTICLE XV

SALARIES

The salary for all employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

ARTICLE XVI

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

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. In accordance with law, 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 of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1990, and shall remain in effect to and including December 31, 1991. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this 24 day of Oct, 1990.

BLOOMFIELD SCHOOL CROSSING
GUARD ASSOCIATION

By: Ernest C. Williams

Attest:

Margaret J. Baker

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

By: John Hagan

Attest:

John J. Baker

SCHEDULE A

SALARIES

The following salary ranges shall be fixed and paid as follows:

<u>Position Title</u>	<u>Salary Range</u> <u>Per Hour</u>	
	<u>Effective</u> <u>January 1, 1990</u>	<u>Effective</u> <u>January 1, 1991</u>
<u>School Traffic Guard:</u>		
1st year of service	\$6.90	\$7.25
2nd year of service	7.24	7.60
3rd year of service	7.59	7.97
4th year of service	7.99	8.39