

Contract no. 1599

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 14 1992

RUTGERS UNIVERSITY

AGREEMENT

Between

CITY OF LONG BRANCH, NEW JERSEY

and

SCHOOL CROSSING GUARDS UNION, LOCAL 210,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

Effective: January 1, 1991 through December 31, 1992

KENNEY, GROSS & MCDONOUGH, ESQS.
The Courts of Red Bank, Bldg. 8
130 Maple Avenue, P.O. Box 8610
Red Bank, New Jersey 07701
(908) 530-7500

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PREAMBLE

A. This Agreement entered into this _____ day of May, 1992, by and between the CITY OF LONG BRANCH, in the County of Monmouth, hereinafter referred to as the "City", and the LONG BRANCH SCHOOL CROSSING GUARDS UNION, LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

B. The purpose of this Agreement is to promote and insure harmonious relations between the City and the Union for the mutual interests of the parties hereto, in accord with the intent of the New Jersey Employer-Employee Relations Act.

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent school crossing guards, excluding substitutes. All other employees, including but not limited to managerial executives, confidential employees, and casual employees, are excluded from the negotiations unit.

B. All new employees shall serve a probationary period of three (3) months of active service. During such time, the City may terminate their employment and no grievance or other administrative proceeding shall be filed by any individual or the Union due to said termination.

C. Employees shall work as assigned; no employee shall refuse any employment with the City.

ARTICLE II

UNION SECURITY

The City agrees it will give effect to the following form of Union Security:

A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement, will pay a Representation Fee as set forth hereafter.

B. It is agreed that at the time of hire, newly-hired employees, who fall within the negotiations unit, will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.

C. Check-Off of Union Fees

1. The City hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9(e). The City, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation

fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

2. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union by the fifteenth (15th) calendar day of the following month.

3. The City agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The City further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefor.

D. Representation Fee

1. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita

cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union 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.

3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

4. Representation Fee Procedure

(a) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current membership year. 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 Union.

(b) The City will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the City; or
- (2) Thirty (30) days after the employee begins his or her employment in a negotiations unit position, unless the employee previously served in a negotiations unit position and continued in the employ of the City in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a negotiations unit position, whichever is later.

(c) If an employee who is required to pay a Representation Fee terminates his or her employment with the City before the Union 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.

(d) Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same for those used for the deduction and transmission of regular membership dues to the Union.

(e) The Union will notify the City in writing of any changes in the list provided for in paragraph 1 above and/or 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 said notice.

(f) On or about the last day of each month beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a negotiations unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. The City further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefor.

5. Computation of Fair Share Fee

(a) The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

(b) The majority representative shall provide, sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the City and to all employees within the unit, as shall be determined by a list of such employees and furnished by the City, the information necessary to compute the fair share fee for services enumerated above.

(c) Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the City and the majority representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on the majority representative.

6. Challenging Assessment Procedure

(a) The majority representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the City Council at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the City and the challenging employee by the majority representative and shall be posted conspicuously at the work sites the City to allow all interested employees to participate. The hearing shall be opened to all interested parties and the determination of the City Council shall be made in writing with copies to the City and the challenging employee. Any challenging employee who disagrees with the determination of the

City Council shall have a right, within twenty (20) days of said notice of the determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

(b) In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the City pending final resolution of the challenge.

7. Association Responsibility

The Union assumes responsibility for acquainting its members, as well as other employees affected by the Representation Fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

8. Miscellaneous

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction, authorization cards submitted by the Union to the City and/or fair share information furnished by the Union, or its representatives.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement.

B. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

C. Procedure

(1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 a waiver of further appeal of the decision. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(2) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the immediate Supervisor, the traffic safety officer. The Supervisor shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(3) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the unit Supervisor in charge of Crossing Guards within five working days after the first informal conference. Within five (5) working days after such service, the grievance shall be discussed between the unit Supervisor and a representative of the Union. A written decision shall be given to the Union within five (5) working days after such discussion. (If the grievance is unanswered by the unit Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(4) In the event the grievance is not satisfactorily settled by the meeting between the unit Supervisor and the representative of the Union within ten (10) working days from the discussion between the unit Supervisor and the

representative of the Union, the Union must appeal, in writing, to the Business Administrator, within said ten (10) day working day period. The parties agree that within ten (10) calendar days a hearing shall be scheduled before the Administrator, at which hearing both sides shall present their respective positions. The Administrator's decision shall be final and binding.

5. Employees shall have complete access to all Civil Service remedies available to their classification.

ARTICLE IV
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 and after 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) The executive management and administrative control of the City and its properties and facilities, and the activities of its employees;

(2) To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employment or assignment, and to promote and transfer employees within the provision of the contract;

(3) To suspend, discharge or take other disciplinary action for good cause;

(4) To modify the schedule and the working hours of employees based on the City's needs and in coordination with the Board of Education's school opening and closing schedules;

(5) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

(6) To change, modify or promulgate reasonable rules and regulations;

(7) To assign work as it determines will benefit the City and/or the public it serves.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment of change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such 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 in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict

the City in any of its rights, responsibilities and authority under N.J.S.A. 40A:11 or any other national or state law.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

ARTICLE V

VACATION

A. All employees shall be eligible for three (3) vacation days per year, based on a ten (10) month work schedule (January through June, and September through December). Each vacation day shall constitute three and one-quarter (3.25) hours (the average hours worked by all school traffic guards at the time of negotiation of this contract). Vacation days shall be non-cumulative.

B. Employees hired after beginning the school term (September) shall receive vacation on a prorated basis as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, he/she shall accrue 0.975 hours of vacation time.

C. Vacation time must be accrued prior to utilization.

D. All employees shall take their vacation days only when school is not in session, i.e., during summer recess, Thanksgiving holiday, spring recess or winter recess.

E. Payment for all accrued, non-utilized vacation time will be made in the last payroll prior to December 24 of each year.

ARTICLE VI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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 VII

LAYOFFS AND VACANCIES

A. Layoffs

Any layoff which results from school closings, consolidations, change in traffic patterns, or reduction in school hours shall be made by seniority in accordance with the appropriate Department of Personnel regulations.

ARTICLE VIII

FULLY-BARGAINED PROVISIONS

A. 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. The parties recognize that no past practice survives this collective bargaining agreement.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any 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.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IX

CLOTHING

A. Each employee shall receive rain gear, vest, badge, whistle, and stop paddle for which he/she shall be responsible and must maintain. The City agrees to replace said equipment, in its sole discretion, only if it deems it necessary and only after a request by a member of the negotiations unit. Upon termination, all employees are required to return said articles of clothing and equipment to the City.

B. The City agrees to consider suggestions from the Union concerning the quality and suitability of clothing and equipment issued to employees pursuant to Section A. above. It is expressly agreed that the composition and design of the uniform issued to each employee shall be determined by the City in its sole judgment and discretion.

ARTICLE X

NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppages, or limitation upon crossing guard duties and responsibilities during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in, or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage, or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

B. Employees participating in any violation of this Article shall be subject to disciplinary action up to discharge. Employees encouraging any violation of this Article shall be subject to discharge. Any discharge or other discipline shall be deemed for just cause and shall be subject to the grievance procedure only as to the fact of such participation or encouragement.

C. 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 equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XI

SICK LEAVE

A. All employees shall be eligible for up to four (4) sick days per year, based on a ten (10) month work schedule (January through June, and September through December). Each sick day shall constitute three and one-quarter (3.25) hours (the average hours worked by all school traffic guards at the time of negotiation of this contract).

B. Up to the end of the first calendar year of employment, employees shall be credited with sick leave on a pro-rated basis, computed as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, the employee shall accrue 1.3 hours of sick time.

C. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with four (4) sick days per year.

D. Sick leave may be utilized in case of personal illness, accident or exposure to contagious disease. In addition, it may be used for short periods of time due to a death in the employee's immediate family or to care for a seriously-ill member of the employee's immediate family (as defined in Department of Personnel regulations).

E. Effective January 1, 1991, unused sick leave may be accumulated from year to year without limitation. Unused sick leave granted before January 1, 1991 may not be accumulated from year to year.

F. An employee who has been absent on sick leave for three (3) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. In any event, however, the City may require proof of illness of an employee on sick leave, at the expense of the employee, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XII

GENERAL

A. It is agreed that the City and the Union will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex. In addition, no employee shall be discriminated against because of activity or inactivity with respect to Union affairs. Any employee who believes he or she has a discrimination complaint, shall have the right to file a complaint directly to the Affirmative Action Officer.

B. Employees shall be entitled to full per diem salary for an unscheduled or unannounced half-day session when there is less than two (2) calendar days' notice of such change.

C. In the event school is closed for inclement weather and work is cancelled, crossing guards shall receive their regular compensation. However, in no event shall crossing guards receive compensation for more than three (3) inclement weather days per school year.

D. Each post shall receive a minimum of three (3) hours compensation for a full day's work. This provision shall only apply to the regular school year. There shall be a two (2) hour minimum for summer sessions.

ARTICLE XIII

WAGES

A. All School Crossing Guards shall receive the following hourly rate effective as of January 1, 1991:

From starting date to five (5) years of service	\$ 5.85 per hour
From five (5) years to ten (10) years of service	\$ 6.14 per hour
From ten (10) years to fifteen (15) years of service	\$ 6.45 per hour
From fifteen (15) years to twenty (20) years of service	\$ 6.77 per hour

All School Crossing Guards shall receive the following hourly rate effective as of January 1, 1992:

From starting date to five (5) years of service	\$ 6.12 per hour
From five (5) years to ten (10) years of service	\$ 6.42 per hour
From ten (10) years to fifteen (15) years of service	\$ 6.74 per hour
From fifteen (15) years to twenty (20) years of service	\$ 7.08 per hour

B. Each step represents five (5) years of continuous service with the City as a School Traffic Guard.

C. Employees who will be eligible for step increases during the period January 1st through and including June 30th

shall receive the step increases effective January 1st of the applicable year; employees who will be eligible for step increases during the period July 1st through and including December 31st will receive their step increases the following January 1st.

D. Those crossing guards employed January 1st through the first pay period in December of a contract year shall receive a fifty dollar (\$50.00) bonus.

E. For purposes of the preparation of paychecks, an annualized salary per employee shall be determined based upon his hourly rate of pay multiplied by his scheduled hours per day multiplied by 182 days. The resulting amount shall be distributed in 22 equal paychecks.

If an employee works more than 182 days in a year, any necessary adjustments will be made in the employee's final paycheck for the year. If an employee works fewer than 182 days in a year, any necessary adjustments will be made in the employee's final paycheck for the year.

If an employee is absent for more than the number of sick days accrued pursuant to Article XI of this Agreement, any necessary adjustments will be made in the employee's next paycheck following the day or days of absence.

The foregoing provisions shall take effect January 1, 1992.

It is expressly agreed that the foregoing payment provisions shall not apply to employees who work during the summer session.

ARTICLE XIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992 without any reopening date. The parties hereto shall commence negotiations for a new contract at least ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Long Branch, County of Monmouth, on the day of May, 1992.

SCHOOL CROSSING GUARDS UNION,
LOCAL 210, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AFL-CIO

CITY OF LONG BRANCH, N.J.

By Angelo Martin
Angelo Martin
Secretary-Treasurer

By Adam Schneider
Adam Schneider
Mayor

By Pedro Cabezas
Pedro Cabezas
Trustee-Agent

By Sanford A. Kaplan
Sanford A. Kaplan
Business Administrator

By Mary Cooper
Mary Cooper
Shop Steward

ATTEST:

Irene Joline
Irene Joline
City Clerk