

AGREEMENT  
BETWEEN  
CAMDEN COUNCIL NO.10  
(SCHOOL CROSSING GUARDS)



AND  
CITY OF CAMDEN



January 1, 2006 - December 31, 2008

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PREAMBLE

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Camden hereinafter referred to as the "City" or "Employer" and Camden Council No. 10 hereinafter referred to as "Council 10" or "Union" represents the complete and final understanding by the parties on all bargainable issues. It is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the City and Council 10; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE I

RECOGNITION

The City recognizes Camden Council No. 10 as the exclusive representative for a bargaining unit consisting of all non-supervisory crossing guards and dog census workers employed by the City of Camden pursuant to the Certification of Representative issued by the New Jersey Public Employment Relations Commission in Docket No. RO-97-78.

ARTICLE II

CHECK OFF AND AGENCY SHOP

- A. The City agrees to deduct Council 10 monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of Council 10 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of Council 10 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10th day of the month immediately succeeding the month in which the deductions are made.
- B. Any written designation to terminate the deduction of Council 10 dues must be received in writing by the City and Council 10 and the filing of notice of withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which the notice of withdrawal is filed.
- C. The City agrees to deduct an amount equal to Council 10's initial membership fee from an employee's wages, upon proper notice by Council 10 to the City, and remit it, forthwith, to Council 10.
- D. Upon request of the Union, the Employer shall deduct a representation fee from the wages of each employee whose title is covered by this Agreement and who is not a member of the Union.
- E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- F. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

G. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

H. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which said deductions were made, along with a list of the names of all employees for whom the said deductions were made.

I. The Union shall establish and maintain at all times a demand and return system as provided by NJSA 34:13A-S.4 (2) and (3) and membership in the Union shall be available to all employees in the unit on an equal basis at all times.

### ARTICLE III

#### NON-DISCRIMINATION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership, or activity or non-activity, in the Union.

B. The City agrees that it will not discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin, disability, or political affiliation.

C. All provisions of this Agreement and all work rules shall be equitably applied and enforced.

### ARTICLE IV

#### UNION BUSINESS

A. Whenever an agent of Council 10 is scheduled by either of the parties hereto to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay or be charged any time.

B. Council 10 shall furnish the City a list of those crossing guards holding Union positions and authorized to act as an agent of Council 10.

C. The City shall furnish a bulletin board at a work location accessible to crossing guards for the Union to use for the posting of Union notices. The City will distribute a list of vacant posts to all school crossing guards on a regular basis. Such list shall state the location of the vacant post and the scheduled hours

D. Representatives of Council 10 who are not employees of the City may enter the City's premises or employee work locations during working hours for the purpose of investigating and/or conferring on grievances and disciplinary actions so long as it does not interfere with normal work operations.

E. Any employee who is a shop steward, trustee or Council 10 officer shall be entitled to one (1) day leave of absence with pay per year to attend the annual Council 10 seminar.

## ARTICLE V

### EMPLOYMENT, PERMANENT STATUS AND VACANCIES

A. The City shall require physical examinations prior to the hiring of new employees as crossing guards. The testing will include alcohol/drug tests. Random drug testing may be required by the City for continued employment. This will be developed pursuant to law and City policy under controlled procedures. All required testing will be paid for by the City.

B. Employees shall be deemed permanent once they have worked 150 days as a crossing guard for the City of Camden.

C. The City will distribute a list of vacant posts to all school crossing guards on a regular basis. Such list shall state the location of the vacant post and the scheduled hours.

D. A copy of each vacancy list shall be forwarded to Council #10 and to the Council #10 President when distributed to school crossing guards. No permanent appointment to a vacancy shall be made until two weeks following the distribution of the vacancy list.

E. Any school crossing guard, permanently assigned to a post who requests a transfer to a vacant post within two (2) weeks of the posting of the notice of vacancy, shall be transferred to the vacant post unless valid reasons exist for denying the transfer. If two or more school crossing guards, each of whom is permanently assigned to a post, request transfer to the vacant post, the guard whose residence is closest to the vacant post shall receive the transfer. However, if the vacant post requested by an employee has more scheduled hours than the employee's permanently assigned post, the employee with the most seniority will be given preference. Seniority shall be defined as the accumulated length of continuous service with the City computed from the last date of hire and shall include authorized leaves of absences and absences due to illness or injury of up to one year.

F. No permanently assigned posts will be changed while an employee is on an approved leave of absence. Except where a relief crossing guard is filling in for a crossing guard on an approved leave of absence, the relief crossing guard shall be deemed permanently assigned to a post once they have been assigned to the same post for more than one (1) month.

G. There shall be the same number of permanent school crossing guards as there are permanent posts. No school crossing guard will be required to simultaneously cover more than one traffic intersection.

## ARTICLE VI

### HOURS OF WORK

A. The City shall establish and maintain school crossing guard posts as it deems necessary. The hours, work schedules, and locations for all public school posts, all parochial schools posts, and all posts which cover both public and parochial schools shall be established and posted by the City. The Union shall be given notice of these hours, work schedules and locations.

B. The work schedule for all posts shall include a minimum of two hours and 30 minutes of work per day, effective July 1, 2006.

C. When a school crossing guard is assigned to a post which covers both a public and parochial school and the guard is required to be off for less than one-half (1/2) hour, the guard shall remain at the post and be paid for that time.

D. The regular work week shall consist of five (5) consecutive work days.

E. In the event the City seeks to change the regular working hours, post locations, or work days, prior notice shall be given to the employee and the Union and, if requested, a meeting shall be held with the City, the Union and the affected employee(s) to discuss the change and the need for such change, prior to implementation of any change.

F. Once a guard has worked three months on a designated post, the hours for the post will not be reduced without prior negotiations with the Union.

G. Upon request of the school crossing guard and at the absolute discretion of the City, school crossing guards may be permitted to work only morning or afternoon hours.

H. School crossing guards shall be paid their hourly rate, with a guarantee of no less than three hours pay, for attending the annual orientation.

## ARTICLE VII

### WAGES

A. The school crossing guards and dog census workers shall be paid in accordance with the following schedule:

#### Effective July 1, 2006

Step 1- \$11.30

Step 2- \$11.80

Step 3- \$12.42

Step 4- \$13.10

Step 5- \$13.62

#### Effective July 1, 2007

Step 1- \$12.05

Step 2- \$12.55

Step 3- \$13.17

Step 4- \$13.85

Step 5- \$14.37

Effective July 1, 2008

Step 1- \$12.80

Step 2- \$13.30

Step 3- \$13.92

Step 4- \$14.60

Step 5- \$15.12

The summer dog census workers will be paid at the appropriate crossing guard salary step hourly rate as paid to the employee prior to July 1 of that year.

B. Except as set forth above, employees shall be hired at the Step 1 rate and all employees shall progress to the next step on their anniversary date of hire until they reach Step 5.

C. All wage rates are effective on the date noted, or the first day of work of the school year.

D. Floaters (those not permanently assigned to a post) shall be paid an additional \$0.25 per hour above and beyond their regular hourly rate.

ARTICLE VIII

CLOTHING ALLOWANCE

A. Starting September 2006, the City will provide each school crossing guards with equipment as statutorily required and as required by this Section no later than September 15 of each school year. Guards hired after September 15 will be provided all required equipment within three weeks of their date of hire. Breast and hat badges will be provided to the guards for their use and identification while performing official duties. All equipment provided to guards, including vests, stop sign, and whistles shall be of durable quality. In addition to the above listed items, school crossing guards shall annually be provided: one rain coat (dark blue), one hat (white police style with bill), one sweater (uniform style), two pair of pants (dark blue with light blue stripe down leg) or two skirts (dark blue), two long-sleeve shirts, two short-sleeve shirts (white or light blue, uniform style), and one pair insulated winter gloves. The City shall provide the uniform through a vendor and allow the employee to select uniform items up to an annual total uniform allowance of \$350.

B. Each school crossing guard is required to wear the above listed clothing as set forth in the School Crossing Guard handbook.

ARTICLE IXGRIEVANCE PROCEDURE

A. The purpose of this Article is to provide for a peaceful and equitable means of resolving differences between the parties.

B. A grievance shall be defined as a claimed breach, misinterpretation or misapplication of any provision of this Agreement or other policy arising under it. This shall include the taking of disciplinary action without just cause.

C. The following procedure shall be used to resolve grievances:

Step 1: The grievant and his/her representative shall attempt to resolve the dispute orally with the grievant's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. The supervisor shall respond to the grievant and his/her representative within ten (10) working days of the presentation of the grievance.

Step 2: If the grievance is not resolved at Step 1, the Union may appeal in writing to the Department Head within ten (10) working days after the answer in Step 1 is received or was due. The Department Head shall respond in writing to the grievant and the Union within ten (10) working days after submission of the grievance.

Step 3: If the grievance is not resolved at Step 2, the Union may appeal the grievance to the City's Business Administrator within ten (10) days of receipt of the Department Head's answer at Step 2. A written response shall be served on the grievant and the Union within ten (10) days after submission of the grievance.

Step 4: If the grievance is not resolved at Step 3, the Union may invoke binding arbitration of the grievance by notifying the City within thirty (30) working days after receipt of the answer from the Business Administrator and requesting that PERC appoint an arbitrator to hear and decide the grievance. The arbitrator's decision shall be final and binding on the parties to the dispute.

D. The cost of arbitration shall be shared equally by both parties. Should either party request a transcript, the cost thereof shall be borne solely by the party requesting it.

E. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

F. Employees processing a grievance or appearing at a grievance hearing during work hours shall not suffer a loss of pay. Council 10 will notify the City in writing of the names of its employees who are designated to represent employees under the grievance procedure. Employees so designated by Council 10 will be permitted to confer with other representatives, employees, and with City representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.

ARTICLE XNO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XISAVINGS CLAUSE

If any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XIIRETENTION OF BENEFITS

Except as otherwise herein provided, all benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the City during the term of this Agreement.

ARTICLE XIIISICK LEAVE

A. Any employee who has worked the specified minimum number of work days in a calendar year shall be entitled to paid sick leave in the next succeeding year according to the following schedule:

<u>Calendar work days</u>	<u>Calendar sick days</u>
159 days	7 days
149 days	6 days
139 days	5 days
129 days	4 days
119 days	3 days
More than 50 days	1 day

- B. In calculating calendar work days, funeral leave days shall be counted as time worked.
- C. An employee who is ill and will be absent from work must so notify the office between 6:30 a.m. and 7:00 a.m.
- D. Employees are entitled to accumulate and carryover unused sick leave from year to year.
- E. Employees who leave employment after at least ten (10) years of service with the City shall be entitled to sell back one-half (1/2) of their accumulated unused sick time at the then effective rate of pay.
- F. Each permanent employee shall be entitled to three (3) personal days per year. A personal day may, at the employee's discretion, be used for a holiday.

ARTICLE XIV

FUNERAL LEAVE

- A. Each permanent employee shall be eligible for three (3) days funeral leave with pay upon the death of a spouse, son, daughter, mother, father, sister, brother and grandchild, and one (1) day funeral leave with pay for the interment of the employee's grandparent, aunt, and uncle.
- B. Each permanent employee shall be eligible for two (2) days funeral leave with pay upon the death of any person permanently residing with the employee at the employee's legal residence.

ARTICLE XV

LONGEVITY

A. Longevity pay will be granted annually, and shall be payable on or before December 15 of each year earned, in a separate check, according to the following schedule:

At least 10 but less than 15 years of continuous service	2% of annual pay
At least 15 but less than 20 years of continuous service	3% of annual pay
20 or more years of continuous	5% of annual pay service

B. To receive longevity pay, an employee must be employed by the City as of January 1 of the year in which longevity will be paid. If an employee is otherwise eligible for longevity pay, but leaves City employment after January 1, but before December 15, or the date when longevity is paid, the employee shall be entitled to longevity pay based on their length of service, prorated, and paid at time of termination.

## ARTICLE XVI

### HOLIDAY AND SNOW DAYS

Starting July 1, 2006, school crossing guards shall receive a full week's (5 days) pay, based on the employees regular hourly rate and regularly scheduled hours, for all weeks during the school year except for one week at Christmas and one week at Easter (when the City schools are closed), regardless of whether the schools are closed for holidays, for snow, or for any other reason. In addition, Dog census workers shall receive a full week's (5 days) pay for the week of the Fourth of July based on the employee's regular hourly rate and regularly scheduled hours.

## ARTICLE XVII

### PRESCRIPTION AND HEALTH AND WELFARE

A. Employees with more than ten (10) years of service are entitled to be reimbursed up to \$500.00 per calendar year for the cost of their prescription drugs. Employees are required to submit receipts in order to receive such reimbursement.

B. Starting July 1, 2006, the City will contribute \$900.00 on January 1 and July 1 of each year to the Council 10 Health and Welfare Plan.

## ARTICLE XVIII

### DISCIPLINARY ACTIONS

A. No employee shall be suspended, fined, discharged, or otherwise disciplined except for just cause. The City shall give written notification to Council 10 when any employee is disciplined. The notification shall be submitted to Council 10 at the time written notice is given to the affected employee and shall indicate the extent and reason for the disciplinary action. No minor disciplinary action shall be implemented until after Step 3 of the grievance procedure has been concluded, if the employee files a grievance contesting the disciplinary action.

B. No meetings shall be held between any supervisor and any employee under this Agreement, at which disciplinary action is taken, or from which disciplinary action may result, without the presence and participation of a union representative, if such is requested by the affected employee.

ARTICLE XIX

LEAVES OF ABSENCE

School crossing guards shall be allowed leaves of absence of up to 12 weeks per year without pay for certified medical illness that prevents them from performing their duties.

ARTICLE XX

DURATION

This Agreement shall be in full force and effect from January 1, 2006 until December 31, 2008.

The parties agree that negotiations for a successor Agreement shall commence in accordance with the applicable laws.

In witness whereof, the parties hereto have hereunto set their hand and seals, this \_\_\_ day of \_\_\_\_\_, 2006.

FOR THE CITY OF CAMDEN

FOR CAMDEN COUNCIL # 10

\_\_\_\_\_  
Mayor Gwendolyn A. Faison

\_\_\_\_\_  
Karl R. Walko

\_\_\_\_\_  
Melvin R. Primas, COO

\_\_\_\_\_  
Horace Nelson

\_\_\_\_\_  
Kevin Eubanks

\_\_\_\_\_  
Darwin Branch

\_\_\_\_\_  
Carolyn Ware

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_