

RESOLUTION 128-19

RESOLUTION RATIFYING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES – NEW JERSEY COUNCIL 63, LOCAL 3118 (2017-2019) (CROSSING GUARDS)

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Collective Bargaining Agreement (i.e., Contract) with the American Federation of State, County and Municipal Employees, New Jersey Council 63, Local 3118 to cover the years 2017, 2018 and 2019; and

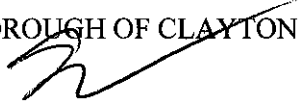
WHEREAS, the governing body does hereby agree to approve and ratify said agreement, which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Clayton, County of Gloucester and State of New Jersey that:

1. The contract between the Borough of Clayton and the American Federation of State, County and Municipal Employees, New Jersey Council 63, Local 3118 to cover the years 2017, 2018 and 2019 be and hereby is approved.
2. The Mayor, Borough Administrator or Borough Clerk are hereby authorized to execute the Contract on behalf of the Borough of Clayton.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton held on May 23, 2019.

BOROUGH OF CLAYTON

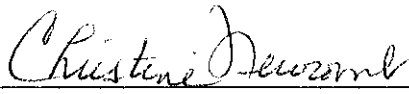

THOMAS BIANCO, Mayor

ATTEST:


CHRISTINE NEWCOMB, Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, May 23, 2019.


CHRISTINE NEWCOMB, Municipal Clerk

CONTRACT AGREEMENT

BETWEEN

THE BOROUGH OF CLAYTON

AND

AFSCME NEW JERSEY COUNCIL 63, LOCAL 3118

(CROSSING GUARDS)

January 1, 2017 TO December 31, 2019

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ARTICLE 1— PREAMBLE

This Agreement entered into by the Borough of Clayton, hereinafter referred to as the "Employer" and Local 3118 which is affiliated with American Federation of State, County and Municipal Employees, New Jersey Council 63, Local 3118 (1373 Chews Landing-Clementon Road, Laurel Springs, New Jersey 08021), hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 — RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for Clayton's part-time crossing guards, excluding substitute guards. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under the Employer-Employee Relations Act of 1974, Chapter 123.

ARTICLE 3 — MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Borough reserves to itself jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

- A. To direct the employees of the Borough.
- B. To hire, assign, promote, transfer and retain employees covered under this agreement.
- C. To demote, discharge, or take any other disciplinary action for good and just cause against employees covered by this agreement.
- D. To relieve employees from duties because of lack of work or any other legitimate reason.
- E. To maintain the efficiency of the Borough's operations that is entrusted to it.
- F. To determine the method, means, and personnel by which such operations are to be conducted.
- G. Take any lawful action, with respect to its employees, that is permitted.

The Borough states that irrespective of those rights set forth above, it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law. The Borough reserves all rights and privileges under New Jersey statutory provisions governing the appointment and terms of individual crossing guards, including but not limited to N.J.S.A. 40A:154.1 *et seq.*

ARTICLE 4 — CHECKOFF

- A. The Employer agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 9e, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.
- C. The aggregate deductions from all employees shall be remitted to the District Council together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice prior to the effective date of such change.
- E. The Union will provide the necessary checkoff authorization cards and the Union will secure the signatures of its members on the cards and deliver the signed forms to the Employer.

ARTICLE 5 — GRIEVANCE PROCEDURE AND BILL OF RIGHTS

- A. A grievance shall be a claim either by the Employer, employee(s), or by the Union that either the Employer, an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment.
- B. The Borough Clerk shall be copied on all notices, appeals, rulings, or submissions under this Article.
- C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent.
- D. 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.
- E. The time frames set forth in this Article may be adjusted by stipulation of the parties as the need arises.
- F. **Step 1.** A grievance must be initiated in writing (not email) on a grievance form, shall clearly state that it is a grievance, state the factual background for the grievance, the section of the Agreement allegedly violated, and the remedy requested within ten (10) work days from the time when the cause for grievance occurred or when the grievant or the Union should have reasonably known of its occurrence, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. The grievance shall be submitted to the Department Head or designee, who shall make an effort to resolve the problem and respond

within seven (7) work days. If no decision is given in the time frame allotted, the grievant(s) or the Union shall be permitted to move the matter to the next step of the grievance process.

- G. **Step 2.** If no satisfactory resolution is reached during Step 1, then the grievance may be appealed within five (5) work days after receipt of management's Step 1 response to the Borough Administrator or his/her designee. The Administrator or designee shall review and investigate the matter and conduct an informal conference. The Administrator or designee shall render a written Step 2 decision within ten (10) work days from receipt of the Step 2 appeal.
- H. **Step 3.** If no satisfactory resolution is reached during Step 2, the matter may be appealed within five (5) work days from receipt of the Step 2 response to the Borough Clerk for consideration by the governing body or designee. A hearing officer will conduct a hearing and render a written decision within ten (10) work days of receipt of the Step 3 appeal. If no action is taken by the governing body at the next Council Meeting following the ruling, the hearing officer's decision shall stand as the Step 3 ruling, with the following exception: if the hearing officer recommends termination, formal action will be required by the governing body to adopt, modify, or reject the hearing officer's decision, and the governing body shall not be required to make that decision by the next Council Meeting following the ruling.
- I. **Arbitration.** If the grievance remains unresolved after Step 3, the grievant(s) or Union may proceed to arbitration within fifteen (15) work days after the Step 3 decision. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

1. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and will restrict his/her opinion to the application of facts presented to him/her involving the grievance.
2. Attendance at arbitration hearings shall be limited to parties and the union representatives that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.
3. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall render a decision within thirty (30) work days after the close of the hearing.
4. The costs for the services of an arbitrator shall be born equally by the Borough and the Union. Decisions rendered by the arbitrator shall be final and binding on the parties.

J. **Bill of Rights.**

1. An employee shall be entitled to Union representation at each and every step of the Grievance Procedure set forth in this Agreement.
2. An employee shall be entitled to Union Representation at each step of a disciplinary hearing.
3. No employee shall be required by the Employer and/or its Agents to submit to an

interrogation likely to result in formal disciplinary action unless the employee is afforded the opportunity of Union representation.

4. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Employer agree to their use prior to such meeting. The Employer and Union shall be permitted to have minutes of the meeting taken. Copies shall be distributed to all parties involved.
5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.
7. Disciplinary action shall be taken for good and just cause only.

ARTICLE 6 – HOURS OF WORK

The parties acknowledge that crossing guards are hourly employees that are subject to the schedule of the schools, not the Borough of Clayton. There are no guaranteed minimum hours of work. No overtime shall be paid unless an employee works more than eight (8) hours per day or forty (40) hours per week.

ARTICLE 7 – UNIFORMS

Upon hire, first-time employees covered by this agreement shall receive initial issue as determined by the Chief of Police in his or her discretion. Replacement for wear and tear shall be determined in the discretion of the Chief of Police in consultation with the Borough Administrator. All crossing guards may be required to utilize a uniform as determined in the sole discretion of the Chief of Police.

ARTICLE 8 – SAFETY AND HEALTH

The Borough shall at all times maintain safe and healthy working conditions and will provide employees with wearing apparel and devices that may be reasonably necessary to ensure their safety and health.

ARTICLE 9 — EQUAL TREATMENT

- A. The Employer and the Union agree that there shall be no discrimination or favoritism shown for reasons of Sex, Age, Nationality, Race, Religion, Marital Status, Political Affiliation, Physical Disability, Union Membership or Union Activities.
- B. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Employer pursuant to the above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

ARTICLE 10 — UNION BUSINESS

- A. Whenever any employee, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. Such meetings or conferences, held away from the Borough, shall be limited to four (4) hours per month.
- B. Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information. There shall be no posting of a profane or abusive nature.
- C. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:
 - 1. Post Union notices.
 - 2. Distribute Union literature.
 - 3. Transmit communications authorized by the Local Union to its officers, to the Employer or his representative, both written and/or oral.
 - 4. Prepare for meetings, negotiations, grievance proceedings or conferences held on premises.
- D. Visits by Union Representative:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both local, council or international, shall have the right to visit the premises during working hours, so long as such visit shall not interfere with employee duties. The Borough shall be notified at least 24 hours in advance of such visits, except in emergency situations.

ARTICLE 11 – WAGES

- A. Effective and retroactive to January 1, 2017, the base salaries of the Union and new starting salary for any Union employee shall be raised to \$12.00 per hour.
- B. Effective January 1, 2017, the base salaries of the Union shall be increased by 2.0% for those employees not affected by (A) above.
- C. Effective January 1, 2018, the base salaries of the Union shall be increased by 2.0%.
- D. Effective January 1, 2019, the base salaries of the Union shall be increased by 2.0%.
- E. The above increases are retroactive to the date(s) referenced above, when applicable.

ARTICLE 12 — CALL IN TIME

There shall be a minimum call-in time at the amount of hours paid for either 4 hours or 6 hours time, based upon current practice for special events. The length of the event shall dictate either 4 or 6 hours paid, regardless of if the time actually worked is less than either category.

ARTICLE 13 — BEREAVEMENT LEAVE

- A. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of regular pay of three (3) consecutive working days.
- B. The term "immediate family" shall include mother, father spouse, mother-in-law, father-in-law, children, parental guardians, brother, sister, grandmother, grandfather and grandchildren and significant other.
- C. Employees shall be granted two (2) consecutive days off in the event of death of the following relatives: sister-in-law, brother-in-law and grandparent-in-law.
- D. Employees shall be granted one (1) day off with pay in the event of a death of the following relatives: aunt, uncle, first cousins, niece or nephew.

ARTICLE 14 – SICK LEAVE

Sick leave shall be earned and accrued in accordance with the 2018 New Jersey Sick Leave Law, i.e. 1 hour of sick leave earned for every 30 hours worked, up to 40 hours per work year, under the conditions as set forth in the Sick Leave Law.

ARTICLE 15 – UNSCHEDULED CLOSINGS

The Borough agrees to provide no more than 3 paid days off in the event that there is an unscheduled work closing due to snow or ice. If there is an unscheduled work closure 3 times due to snow or ice, the guards will still be paid for up to 3 occurrences. If there is a work year where there are more than 3 occurrences, then any days above the first 3 unscheduled closing days shall be unpaid days off.

ARTICLE 16 – LEAD GUARD

The Borough agrees that the Lead Guard shall receive 5 hours of additional pay per week for duties performed in his/her role as Lead Guard. There must be a submission of documentation to the Chief of Police to justify the work done above and beyond the standard crossing guard duties (i.e. making schedule, helping new guards, handling phone calls when other guards are sick or out, reworking who may cover for a sick employee, etc.). These additional hours shall only apply during weeks where the Lead Guard is on duty and working. The additional 5 hours shall not be added into the Lead Guard's paycheck during extended school breaks, and/or during any time period where unemployment is applied for, granted, and utilized.

ARTICLE 17 – STRIKES/SLOWDOWNS

The Union agrees there shall be no strikes, sickouts, or slowdowns of any kind whatsoever by employees in this bargaining unit. Should an employee engage in such conduct, the employee shall be subject to possible discipline.

ARTICLE 18 — DUPLICATION OF AGREEMENT

The Employer shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Employer.

ARTICLE 19— SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clauses or clauses, only to the extent that any may be so in violation shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and, all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE 20 — TERM OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect to and including December 31, 2019 without any reopening date. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission for the period beginning January 1, 2017. Upon expiration, the terms of the prior contract shall remain in full force and effect, through negotiations for the successor agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representative of American Federation of State, County and Municipal Employees, New Jersey Council 63, Local 3118, attested by their Clerk and Secretary respectively, and their corporate seals placed hereon this date above written.

BOROUGH OF CLAYTON



Mayor

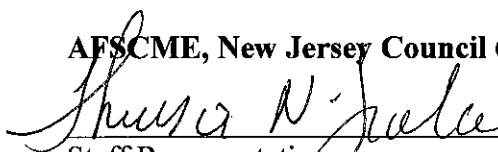
DATED:

ATTEST:



CHRISTINE NEWCOMB, Borough Clerk

AFSCME, New Jersey Council 63, Local 3118

 Ed D. 5.10.19

Staff Representative

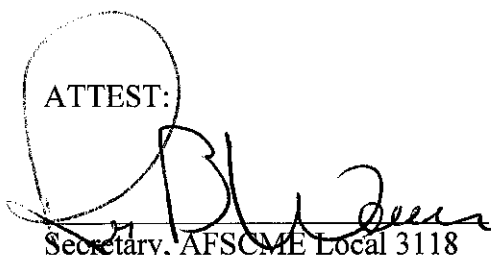
 5/29/19

Executive Director or Designee

 5.10.19

Local President

ATTEST:



Secretary, AFSCME Local 3118