

# **AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF MIDDLETOWN**



**AND**

**TOWNSHIP CROSSING GUARDS  
LOCAL 1032 COMMUNICATIONS WORKERS OF AMERICA**



**January 1, 2022, through December 31, 2025**

## AGREEMENT

By this AGREEMENT, made on this 27th day of March 2023 by and between the TOWNSHIP of MIDDLETOWN (hereinafter referred to as "TOWNSHIP") and LOCAL 1032, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as "UNION"), which has its purpose the promotion of harmonious relations between the TOWNSHIP and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hour of work, and other conditions of employment, the parties hereto mutually agree as follows:

### ARTICLE 1

#### RECOGNITION

The Township of Middletown recognizes the Union as the exclusive collective bargaining agent concerning salaries, hours of work, and other terms and conditions of employment for all School Crossing Guards (hereinafter referred to as "EMPLOYEES" or "MEMBERS" OF THE BARGAINING UNIT"). The Township acknowledges that any School Crossing Guard, whether they have a permanent post or are assigned wherever they are needed, is a member of the bargaining unit.

### ARTICLE 2

#### NON-DISCRIMINATION

The Township and Union agree there shall not be any discrimination as to race, creed, religion, color, national origin, nationality, ancestry, marital status, domestic partnership status, age, sex, familial status, atypical heredity cellular or blood trait, genetic information, liability for military service, and medical or physical or perceived

disability, including perceived disability and AIDS and HIV status, sexual or affectional orientation, political affiliation, Union membership or legally protected union activities. Matters involving discrimination shall be processed in accordance with the Township's EEO dispute resolution procedures.

### ARTICLE 3

#### TOWNSHIP/UNION COOPERATION

The Union recognizes that it is the responsibility of the Township to determine levels of performance and working conditions for employees. A Township representative and the Union agree to meet from time to time to consider training and development programs for employees covered by this Agreement, such that said training will be in accordance with the provisions of (N.J.S.A.) 40A:9454.2.

### ARTICLE 4

#### UNION RIGHTS/WDEA ACCESS

- A. Union officials shall have access to the premises to investigate and discuss grievances and/or other workplace-related issues, and other electronic communications or meeting tools for other purposes related to the role of the Union as exclusive representative.
- B. Union officials shall also have access during lunch and non-work breaks to conduct worksite meetings.
- C. The Union shall provide the Township, in writing, with the names of duly authorized representatives who may require such access, and wherever possible, such representatives shall provide notice to the designated Township management. This right shall be exercised reasonably and with minimum interference with the operations of the Township, except as otherwise required by law. (There shall be no more than 6 shop stewards for the unit).
- D. The Union has the sole right and discretion to designate shop stewards and specify their responsibility and authority to act for the Union.

## UNION LEAVE

- A. Paid leave for Union activity. Each year the Township shall provide 3 paid leave days for employees designated by the Union to attend meetings, conventions, and workshops.

The following provisions shall apply:

1. Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative with as much advance notice to management as possible to avoid disruption of the workflow.

2. Approvals of such requests shall not be unreasonably denied.

- B. Paid leave for Statewide Steward Training. In addition to the leave provided for in subsections A. to C. above, shop stewards shall be permitted on a school year basis to attend statewide steward training sponsored by the Union.
- C. Paid leave for Stewards for Union Business. Stewards shall be permitted a reasonable amount of paid leave time to investigate, prepare and attend grievances, disciplines, arbitrations, and negotiations, without requiring use of personal leave time or union leave time.

## WORKPLACE DEMOCRACY ENHANCEMENT ACT

The parties shall adhere to all regulations of the Workplace Democracy Enhancement Act.

## UNION BULLETIN BOARDS

The Township will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this agreement.

Appropriate material on such bulletin boards shall be posted and removed only by the representatives of the Union. The material shall not contain anything profane, obscene, or defamatory with the respect of the township or its representatives and employees nor anything constituting partisan political activity. No material pertaining to another Union shall be posted on bulletin boards for this Union. Materials which violate provisions of this Article shall not be posted by the Union.

MATERIAL TO BE POSTED WILL CONSIST OF THE FOLLOWING:

1. Union elections and results thereof;
2. Union appointments;
3. Union meetings and activities;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

The posting of the appropriate material as herein described shall be limited to the space on the bulletin boards designated for the exclusive use of the Union.

PERSONNEL DATA

Upon hiring a new employee in the unit, the Township will provide the employee's name, date of hire, department/work unit/work location, work email address, job title, salary, dues deduction status and home address, home and personal email address on file, and home and cellular phone numbers on file with the Township. This information may be sent electronically.

SEPERATION REPORT

The Union will be notified regarding employees who have left the bargaining unit due to resignation or retirement. This information may be sent electronically.

REPORT DISCLOSURE AND REQUESTS

The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems and the Township will use reasonable efforts to accommodate the request.

ARTICLE 5  
DUES CHECK-OFF

- A. The Township agrees to deduct union dues from the regular paycheck each employee who submits an authorization for dues deductions in writing, and to remit the same, together with the record of such deductions in each calendar month, including the names and amounts of money of all employees for whom the deductions are made, to the Union as follows: Treasurer, CWA Local 1032, 67 Scotch Road, Ewing, New Jersey 08628. Such deductions shall be made with the issuance of each regular paycheck.
- B. If during the term of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice

thirty (30) days prior to the effective date of change. Current dues are 1.15% of base pay.

- C. The amount of the dues to be deducted will be certified to the Township by the Treasurer of the union. The Union shall indemnify, defend, and hold the Township harmless of all claims, demands, suits, or other forms of liability that shall arise out of or because of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.
- D. Subject to applicable law, an employee may at any time withdraw the above authorization by individual notice in writing mailed by certified letter or personal delivery to the Township. Upon receipt of the withdrawal of authorization, the Township shall mail a copy of it by certified mail to the Union. The withdrawal of authorization shall become effective on the next July 1 following the receipt of such withdrawal.
- E. Notwithstanding any other language herein, the parties shall comply with the provisions set forth in *Janus v. AFSCME*, 138 s CT 2448 (2018) and the NJ Workplace Democracy Enhancement Act.

## ARTICLE 6

### 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. The parties agree that this procedure will be kept as informal as may be appropriate. Where there is a dispute and pending grievance procedures, work shall continue in the regular and orderly manner without interruption.
2. Nothing herein contained shall be construed as limiting the right of any employee having grievance to discuss the matter informally with any appropriate member of his/her departmental supervisory staff and having the grievance adjusted without formal proceedings.

#### B. DEFINITION

The term "grievance" as used herein means any complaint or alleged violation of this Agreement or any dispute with respect to its meaning or application and may be raised by an individual or the Union.

## C. GRIEVANCE SPECIFICITY

A written grievance must identify the grievant by name, set forth with reasonable particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place or occurrence of said act, the employers' representatives whose action or failure to act forms the basis of the grievance, the specific Contract provision(s) forming the basis of the grievance, explaining the precise question of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth with particularity the remedy sought. The matters and persons specified and identified in the written grievance may be expanded upon or added to subsequent to its initial filing when the issues warrant, by agreement of the Union and management.

## D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances and shall be followed in its entirety unless any step is waived by mutual consent.

### 1. STEP ONE: DEPARTMENT HEAD

An aggrieved employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, the Department Head, and the Union Representative. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance.

### 2. STEP TWO: TOWNSHIP ADMINISTRATOR

- a) In the event a satisfactory settlement has not been reached, and the employee desires to proceed formally, such employee shall file a signed written statement of the grievance with the Township Administrator within ten (10) working days following the written decision of the Department Head. A copy of such written grievance shall be sent to the Department Head and the Union for reference.
- b) The Township Administrator shall review the facts associated with each grievance and shall hold a hearing with the aggrieved employee, his/her Union Representative, and the Department Head within ten (10) working days of receipt of said written grievance.
- c) The Township Administrator shall render written decision within ten (10) working days of the hearing, a copy of the decision will be sent to the Department Head, the aggrieved employee, and the Union.

### 3. STEP THREE: ARBITRATION

- a) Should the aggrieved person be dissatisfied with the decision of the Township Administrator or should the Township Administrator fail to respond within the time period prescribed in Step 2, then the Union may file within ten (10) working for binding arbitration of any dispute involving an alleged violation of this Agreement, it's meaning, or application. Arbitration is the final step of the grievance procedure. Failure by either party to apply for arbitration within the period provided by the Contract shall constitute a waiver of arbitration thereby leaving the determination and/or result of the prior steps of the grievance procedure as final. However, the time limits of the grievance steps may be extended by mutual agreement of both parties in writing and such agreement shall not be unreasonably withheld. The arbitration shall be held in accordance with the rules of the New Jersey Public Employee Relations Commission.
- b) 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 to, modify, detract from, or alter in any way the provisions of this Agreement or any Amendment to Supplement thereto.
- c) The cost of the service of the arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including, but not limited to the presentation of witnesses shall be paid by the party incurring it.
- d) The arbitrator shall set forth his /her findings of the facts and reasons for making the award within thirty (30) calendar days after the conclusions of the arbitration hearing unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.



## ARTICLE 7

### DISCIPLINE

- A. Discipline shall be imposed for just cause only.
- B. Discipline shall be progressive in nature and corrective in aim.
- C. Guards facing discipline shall be advised of their Weingarten Rights.

## ARTICLE 8

### SENIORITY

- A. Seniority is defined as the number of school years of employment with the Township from the date of first hire.
  - 1. In the event an employee(s) must be laid off this shall be done in order of seniority, with the least senior employee(s) laid off first, and the most Senior, last.
  - 2. Recall from layoff shall be in the inverse order of seniority, i.e. the last person laid off shall be the first person recalled. No new employee or substitute shall be hired if any member of the bargaining unit is on layoff status.
  - 3. Positions, work schedules, duties, assignments, or transfers may be bid for by application to the Department Head. The employee having the highest seniority shall be selected whenever employees are equally qualified.
- B. If the post of a guard is eliminated, that guard shall have the right to be assigned to any available post or may at their option "bump" the least senior guard who was awarded the last open post. There shall be no change in guaranteed hours because of a change in post.

## ARTICLE 9

### MEDICAL EXAMINATIONS

In accordance with standards set by the New Jersey Crossing Guards Training and Resources Program, as developed by the New Jersey Safe Routes to School Resource Center, the Township and the Union agree to a regularly scheduled physical examination for all current Crossing Guards.

- A. The Township will conduct reexaminations of all Crossing Guards at a facility designated by the Township. The Township will bear the cost of initial examinations and hearing tests administered after the purchase of hearing aids. Crossing Guards will be responsible for all medical examinations and costs associated with correcting medical issues.
- B. All Crossing Guards will be tested once every three (3) years in keeping with the present schedule and adding in new hires as appropriate.
- C. A Crossing Guard not passing the initial exam as conducted by the Township will be advised at the initial examination of the area(s) which require correction. They will be allowed to consult with their own physicians for these corrections. These appointments shall be scheduled for as soon as possible. An employee not passing the initial reexamination will not be able to work until they subsequently are cleared to work.
- D. A Crossing Guard may choose to have their initial reexamination (to the appropriate standards) performed by their own providers. The Township will reimburse for the cost of this examination up to the amount the Township would have been required to pay to its own facility. The Township will keep the Union informed as to that initial cost as it changes.
- E. If a Crossing Guard fails to pass the reexamination, a meeting will be scheduled as soon as possible with the employee, management, and the Union representative to discuss the possible resolution to the issues. No Crossing Guard shall be terminated until such time as the meeting is conducted and all possible resolutions are discussed.
- F. If, after the meeting as well as a reasonable time to allow for medical resolutions, the Crossing Guard is unable to meet the medical standards and return to work, the Crossing Guard will be paid a two (2) week severance based on their regular schedule upon resignation.

## ARTICLE 10

### HOURS OF WORK

- A. During regular workdays, when school is in session, each employee shall be present continuously at their assigned station during the hours posted in a schedule prepared by the Township, which the schedule may be amended at the discretion of the Township with notice given to the employee and the Union, barring any emergency.
- B. The scheduled hours established for each guard will be used in computing pay for any paid holiday, sick day, or vacation day.
- C. To the extent possible, the Township will afford the Union reasonable advance notification of any proposed elimination of posts or the reduction of hours of any post subject to the provisions in Article 4.
- D. From time to time, jobs or post locations may become available. In filling the jobs or post locations, the steps outlined below will be followed:
  - 1. The supervisor will notify the Union and post a notice in the Department office on the bulletin board for ten (10) working days showing the post locations.
  - 2. Employees shall make known their desire to bid on the post location by signing the bid sheet.
  - 3. Bids will be awarded on a seniority basis.
- E. Substitute Crossing Guard – A Substitute Crossing Guard is defined as a Crossing Guard hired to fill in for a permanent guard who is absent from their assigned post or to cover a temporary vacant post. Substitute guards will not fill a vacant post for no longer than one (1) month.

## ARTICLE 11

### VACATION/SICK/HOLIDAYS

- A. All employees hired prior to the school year beginning 09/01/2000, will receive six (6) sick days and six (6) vacation days per school year.
- B. All employees hired after 09/01/2000 will receive four (4) sick days and two (2) vacation days.

- C. If an employee is out sick four (4) or more consecutive workdays a doctor's note is required for an employee to be able to return to work.
- D. A \$100 bonus will be paid in June of each school year to any employee who does not use a sick day during the school year (September through June).
- E. Thanksgiving Day and the day after Thanksgiving shall be paid holidays.

## ARTICLE 12

### JURY DUTY

- A. Employees will be paid for days missed from work for Jury Duty. In order for the employee to be paid they must submit proof of actual Jury Attendance.

## ARTICLE 13

### SNOW DAYS/EMERGENCY CANCELLATIONS

- A. In the event that school is cancelled because of inclement weather or emergency, crossing guards who are scheduled to work on that day will receive full pay for that day.

## ARTICLE 14

### DEATH IN FAMILY

- A. In case of death in the family, an employee shall be granted three (3) days off with pay for the purpose of mourning.
- B. "Family" is defined to include relatives by blood, by law, by custom and by extended family relations.
- C. This benefit shall normally only be used no more than twice per year, but the Township Administrator may grant additional leave in extraordinary circumstances.

ARTICLE 15

WAGES

- A. There shall be a seven (7) step Salary guide as indicated below. Effective retroactively to January 1, 2023, current Crossing Guards will be placed on the steps as shown. Thereafter any newly hired employee will be placed at Step 1. All Crossing Guards in Steps will advance one step per year on January 1, beginning on January 1, 2024.

CURRENT YEARS OF SERVICE	STEP	WAGES
1 - 10	1	\$15.75
11 - 15	2	\$16.75
15 - 20	3	\$17.25
20 +	4	\$17.77
	5	\$18.30
	6	\$18.85
	7	\$19.42

- B. In return for not receiving a pay increase for 2022, all current Crossing Guards with less than ten (10) years of service will receive a lump sum payment of \$750.00. Current Crossing Guards with more than ten (10) years of service will receive a lump sum payment of \$1,000.00.
- C. Every employee who attends the annual orientation meeting and any other meeting called by management during the school year will receive \$50.00 for such attendance for which he/she would not otherwise be paid.
- D. Guards hired prior to 9/1/00 will be paid a minimum of 3.89 hours per day. Guards hired after 9/1/00 will be paid a minimum of 3.5 hours a day.

ARTICLE 16

UNIFORMS/PARKING SIGNS

- A. Each employee shall be provided with a stop sign and protective cloth vest, which shall be given back to the Township when the Township no longer employs the employee. While on duty, each employee shall be required to wear the protective vest.
- B. During the month of June of each year, each guard must bring in their gloves, hats, stop signs, and entire set of rain gear for inspection by the Supervisor of

Crossing Guards. The Township will replace all defective and unserviceable stop signs and vests. All other gear deemed by the Supervisor as defective or unserviceable must be replaced by the Crossing Guards at their expense.

- C. Each employee shall receive a yearly clothing allowance of \$400 for each of the years of this contract. Each years clothing allowance shall be paid to each employee in two (2) installments of \$200. The first installment is to be provided at the beginning of the year and the second installment to be provided on or about October 1.
- D. The purpose of this clothing allowance is to enable employees to purchase a uniform and gear which must be worn at all times while employees are on duty. Employees shall be required to purchase, maintain, and wear dark slacks/skirts, jackets, blue button-down shirt/blouse, black shoes, and must be approved by the Police Department in advance of purchase.
- E. The Township shall provide each guard with a sign reading "School Crossing Guard" to be put in the window of their car, that would allow them to park within 30 feet of their post, subject to parking ordinances.

## ARTICLE 17

### MANAGEMENT RIGHTS CLAUSE

- A. The Employer hereby retains and reserves unto itself 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, except as otherwise provided by the terms of this Agreement, and the laws and Constitutions of the State of New Jersey and of the United States, including but not limited to the following rights:
  - 1. The executive management and administrative control of the Township properties, facilities, and activities of its employees, using personnel methods, and means of the most appropriate and efficient manner possible as may from time to time to be determined by the Township.
  - 2. To make rules of procedure and conduct, to use approved methods and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.
  - 3. To hire or retain all employee and to assign or transfer the employees.
  - 4. To suspend or take any other appropriate disciplinary actions with just

cause of those employees, pursuant to this Agreement, and N.J.S.A. 40A:9-154.1.

5. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights and prerogatives, except for any and all terms and conditions of employment which are mandatorily negotiable or in the laws and Constitutions of the of the State of New Jersey and of the United States.

## ARTICLE 18

### MODIFICATION

The 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 19

### SEVERABILITY CLAUSE

It is understood and agreed that if any provisions of this Agreement to any person or circumstance shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 20

DURATION OF CONTRACT

This Agreement shall be effective as of January 1, 2022, regardless of the date of execution, and shall continue in full force and effect up to and including December 31, 2025.

FOR CWA LOCAL 1032:

FOR MIDDLETOWN TOWNSHIP:

\_\_\_\_\_  
Maria Mancuso, CWA 1032

\_\_\_\_\_  
Anthony Mercantante, Township Administrator

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
James VanNest, Assistant Township Administrator

\_\_\_\_\_  
Negotiation Team Member



Addendum A. to CBA, Township of Middletown and CWA Local 1032

Note: This Addendum is included for informational purposes only and not subject to the grievance and arbitration provisions of the contract.

**SCHOOL CROSSING GUARD**

Medical Examination Job Description Form

Job Title: School Crossing Guard

Employer:

Middletown Township

1 Kings Highway

Middletown, NJ 07748

Job Description:

Crossing guards assist children in crossing the street on their way to and from school. Crossing guards provide safe crossings of the roadways and model appropriate street skills and behavior for children. They do this by:

Choosing good times to step into the street to create gaps in traffic

Standing in the roadway with STOP paddle continuously raised to shoulder height to show that pedestrians are using the crosswalk

Verbally directing children across the street

Recognizing and communicating potentially dangerous traffic situations and hazards in the environment

Fulfilling job requirements outdoors in all weather, including rain, fog, snow, sleet, cold, heat, humidity, and wind

Fulfilling job requirements in a potentially noisy, distracting environment

Essential Functions	Physical Demands
Chooses good times to step into street to create gaps in traffic	Vision, Hearing, Agility/Balance, Standing, Walking, Reaching
Stands in roadway with STOP paddle (weighing X lbs.) raised continuously to show that pedestrians are using the crosswalk	Standing, Walking, Turning/Twisting, Lifting, Holding, Agility/Balance
Verbally directs children across street	Communicates verbally
Recognizes and communicates potentially dangerous traffic situations and hazards in the environment	Vision, Hearing, Communicates verbally and in writing

Physical Demand Description

Physical Demand	Description	Frequency	Not		Comments
			Approved	Approved	
Standing/Walking	Stands and walks for X amount of time on various surfaces including asphalt, concrete, uneven pavement, dirt, grass, uneven ground	Continuously			
Lifting/Holding/Reaching	Lifts and holds STOP paddle at shoulder height May reach to push buttons to activate "walk/don't walk" traffic signal	Continuously			
Turning/Twisting	Turns head and body to observe traffic and children approaching crosswalk Lifts both feet over curb and steps off curb	Continuously			
Agility/Balance	Walks on snow, ice, uneven pavement Can react and move quickly to avoid vehicles	Continuously			
Communicate verbally	Speaks clearly and firmly to instruct child pedestrians and other pedestrians during crossing	Continuously			
Fine dexterity to communicate in writing	Writes sufficiently to report problems	Occasionally			
Tolerance for weather extremes	Performs crossings in rain, fog, snow, sleet, cold, heat, humidity, and wind	Continuously			
Vision	To observe vehicles and pedestrians, read signs, and recognize potentially dangerous traffic situations and environmental hazards such as potholes, ice, sidewalk obstructions	Continuously See standards below			
Hearing	To recognize vehicles approaching from any direction, backup alarms,	Continuously See standards			

	horns; to hear children and other pedestrians speaking in a potentially noisy, distracting environment	below			
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## **Vision Standards and Recommended Tests**

### **1. Peripheral Vision**

- Visual field shall be 160 degrees in the horizontal meridian binocularly with or without correction.
- The extent of the visual field shall be determined along the horizontal meridian for each eye with a perimeter (confrontation fields are not acceptable.)
- Values less than 160 degrees are acceptable only if complete compensation occurs with the opposite eye in binocular viewing.
- Any central absolute scotoma must be completely compensated by the opposite eye.

### **2. Stereopsis**

- Using either the Titmus test (TST) or the Rand Dot Stereo test (RST) or the Randot E test: TST Wirt Circle #8 (50 seconds of disparity) RST or RDE Target #6 (50 seconds of disparity).
- Subject must identify which object stands out from the page wearing Polaroid eyeglasses.

### **3. Color Vision**

- In response to one of the following three editions of the Ishihara Pseudoisochromatic Plate Screening test, with the testing conducted one plate at a time, the applicant should achieve the following results:
  - 38 plate edition: The first 21 plates - 9 errors or less. An individual who misses the first plate has failed.
  - 24 plate edition: The first 15 plates - 6 errors or less
  - 16 plate edition: The first 9 plates - 4 errors or less

### **4. Visual Acuity**

- The applicant must be able to read 20/30 letters with the dominant eye on the Standard Snellen optotype chart.
- The non-dominant eye must have 20/40 or better with best correction.
- The applicant is asked to read the smallest line of letters that can be read with one eye covered. This is repeated with the opposite eye covered.
- An applicant wearing contact lenses must meet the visual acuity standard with their contact lenses in place.
- A statement from the applicant's eye care professional must be presented confirming that contact lenses have been worn successfully for a minimum of four months.

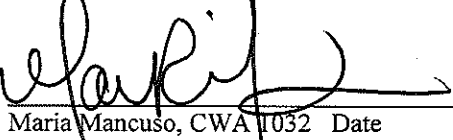
## **Hearing Standards and Recommended Tests**


- The candidate must be tested in a sound booth. Both the sound booth and audiometer used for testing should be calibrated using the most recent ANSI standards, and should have been calibrated within the past year. Calibration certificates should be on file and available for review.
- Candidates qualify if they meet standards with or without amplification.
- The crossing guard hearing standards are as follows:

- Hearing thresholds of 40dB or better in each ear at 500, 1K, and 2 KHz.
- Pure tone average thresholds at 500, 1K and 2K Hz 35dB or better in each ear.
- The hearing threshold at 4K Hz must be 45dB or better in each ear.

*All other provisions of the contract not addressed in this Memorandum of Agreement will remain in force.*

FOR CWA LOCAL 1032:

  
\_\_\_\_\_  
Maria Mancuso, CWA 1032 Date

  
\_\_\_\_\_  
Negotiation Team Member Date 3-27-2023

  
\_\_\_\_\_  
Negotiation Team Member Date

FOR MIDDLETOWN TOWNSHIP:

  
\_\_\_\_\_  
Anthony Mercantante, Township Administrator Date 3-27-23

  
\_\_\_\_\_  
Jim VanNest, Assistant Township Administrator Date 3/27/23