

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF MIDDLETOWN  
MONMOUTH COUNTY**

**AND**

**SCHOOL TRAFFIC CROSSING GUARDS  
CWA LOCAL 1032**

**January 1, 2018 – December 31, 2021**

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## AGREEMENT

By this AGREEMENT, made on this 3<sup>rd</sup> day of May, 2018 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 as 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 he/she has a permanent post or is assigned wherever he/she is needed, is a member of the bargaining unit. Other than increments, School Crossing Guards not assigned a permanent post (hereinafter called "Substitutes") must work an average of two (2) hours per day for one (1) school year to receive benefits under this Contract.

**ARTICLE 2**  
**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 the 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 a grievance to discuss the matter informally with any appropriate member of his 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, the Union, or the Township of Middletown.

**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 shall not be expanded upon or added to subsequent to its initial filing.

#### **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 his 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 days for binding arbitration of any dispute involving an alleged violation of this Agreement, its 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 this 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 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 or 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 findings of facts and reasons for making the award within thirty (30) calendar days after conclusion 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 3**  
**DUES CHECK-OFF**

- A. The Union agrees to file a dues deduction authorization form with the Township for each employee prior to such deduction, which shall be in accordance with the applicable statutes of the State of New Jersey.
- B. The Township agrees to deduct the initiation fee and/or dues from the wages of each employee and to forthwith 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.
- C. 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 the change.
- D. Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit or any member who subsequently resigns from Union membership shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified by the Union to the Township. Such fee so deducted from the employee's salary, together with his/her name, shall be

remitted to the Union in the same manner as dues. The Union agrees to maintain a demand and return system in accordance with the PERC Act (N.J.S.A. 34:13-5, et.seq).

- E. 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 against 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.
  
- F. 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.

#### **ARTICLE 4** **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 his/her 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 5**

#### **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:9-154.2.

#### **ARTICLE 6**

#### **HOURS OF EMPLOYMENT**

- A. During regular workdays, when school is in session, each employee shall be present continuously at his assigned station during the hours posted in a schedule prepared by the Township, which schedule may be amended at the sole discretion of the Township from time to time as needed.
- B. The minimum 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 of 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 his/her assigned post or to cover a temporary vacant post. Substitute guards will not fill a vacant post for longer than one (1) month but may work longer than that to fill in for a permanent guard who is on approved leave.

**ARTICLE 7**  
**SEVERABILITY CLAUSE**

It is understood and agreed that if any provisions of this Agreement to any person or circumstances 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 8**  
**MODIFICATION**

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 9**  
**WAGES**

Employees hired prior to 9/1/00 who previously were paid at a minimum of 5.5 hours, 5 hours, 4.5 hours and 4 hours, would, retroactive to 9/1/00, be paid at a minimum of 5.34 hours, 4.86 hours, 4.37 hours, and 3.89 hours respectively. Employees not at maximum step prior to 9/1/00 and those hired after 9/1/00 shall be paid a minimum 3.5 hours. (See attached Schedule A).

There shall be a seven (7) step Salary Guide as follows: All Guards currently on the Salary Guide will receive an annual step increase in accordance with 1, 2, 3, and 4 below:

(NEW HIRE)						
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
\$10.05	\$10.56	\$11.36	\$11.96	\$12.39	\$12.72	\$13.10

1. Retroactive to April 1, 2018, guards on the salary guide will move to the next step on the guide.
2. Effective January 1, 2019, guards on the salary guide will move to the next step on the guide.
3. Effective January 1, 2020, guards on the salary guide will move to the next step on the guide.
4. Effective January 1, 2021, guards on the salary guide will move to the next step on the guide.

Those Guards who have exhausted their movement through the Salary Guide will receive annual percentage increases as follows:

1. Retroactive to April 1, 2018, guards will receive a 2.75% salary increase.
2. Effective January 1, 2019, guards will receive a 2.75% salary increase.
3. Effective January 1, 2020, guards will receive a 2.00% salary increase.
4. Effective January 1, 2021, guards will receive a 2.00% salary increase.

Every employee who attends the annual orientation meeting shall receive \$20 for such attendance for which he/she would not otherwise be paid.

#### **ARTICLE 10** **UNIFORMS**

- 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 \$400.00 for each of the years of this Contract. Each year's clothing allowance shall be paid to each employee in two (2) installments of \$200.00. The first installment is to be provided at the beginning of the year and the second installment to be provided at 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 blue slacks/skirts, jackets, blue button-down shirt/blouse, black shoes, and must be approved by the Police Department in advance of purchase.

**ARTICLE 11**  
**VACATION AND SICK DAYS**

- A. All employees hired prior to school year beginning 9/1/00, will receive six (6) sick days and six (6) vacation days per school year.
- B. All employees hired after 9/1/00 will receive four (4) sick days and three (3) vacation days per school year, except those who were earning \$8.00 on 10/15/03. Those employees will receive three (3) sick days and three (3) vacation days.
- C. All employees hired after 10/15/03 will receive two (2) sick days and two (2) vacation days.
- D. A \$50 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).

**ARTICLE 12**  
**HOLIDAY PAY/JURY DUTY**

- A. Effective November of 2018, each employee shall receive two (2) working days pay for Thanksgiving Day and the Day after Thanksgiving.
- B. Employees will be paid for days missed from work for Jury Duty. The employee to be paid must submit proof of actual jury attendance.

**ARTICLE 13**  
**DEATH IN FAMILY**

In case of death in the immediate family, as hereafter defined, a guard shall be granted three (3) days off with pay, between the date of death and the day of the funeral. The rate of pay shall be in the same amount as if the guard had normally worked on that given day. Payment shall be made for three (3) working days only and shall not be charged against sick leave. Immediate family is hereby defined to include the spouse, child, sister, brother, mother, mother-in-law, father, father-in-law and grandchild of the employee.

**ARTICLE 14**  
**SNOW DAYS/EMERGENCY CANCELLATIONS**

- A. In the event that school is canceled because of snow, regular crossing guards who were scheduled to work on that specific day will receive two (2) hours of pay for that day.
  
- B. If school closes after employees' report at their designated starting time employees shall be paid for time worked, with a minimum of one (1) hour pay.

**ARTICLE 15**  
**UNION ACTIVITIES**

Union Delegates/Shop Stewards shall be allowed a maximum of three (3) days off with pay per year to attend seminars and lectures and to handle grievances, negotiations, and arbitration. The number of Union Delegates/Shop Steward shall not exceed six (6).

**ARTICLE 16**  
**PARKING SIGNS**

The Employer shall provide each employee with a sign reading "School Crossing Guard" to be put in the window of the employee's car, that would allow the employee to park within 30 feet of his/her post, subject to parking ordinances.

**ARTICLE 17**  
**DISCIPLINE**

- A. Discipline shall be imposed for just cause only.
- B. Discipline shall be progressive in nature and corrective in aim.

**ARTICLE 18**  
**BULLETIN BOARD**

The Employer shall provide a bulletin board for Union notices, which shall be placed in an accessible place for employees.

**ARTICLE 19**  
**LABOR/MANAGEMENT COMMITTEE**

- A. The Township and the Union shall meet two (2) times per year or as needed to address issues of mutual concern. Each of the parties shall appoint their own representatives to serve on the committee, maintaining a balance of labor and management members. The committee for the Union shall consist of two (2) Shop Stewards and at the Union's option, the Staff Representative from CWA Local 1032. It is understood that the position of chairperson/facilitator within the committee shall be rotated periodically between the Union and Management and any minutes that may have been taken on behalf of the committee shall be provided to the committee members.

- B. Labor/Management meetings shall be scheduled during the Shop Steward's regularly scheduled workday. Management shall take responsibility for notifying the supervisors of the next committee meeting to arrange for release time for the Labor/Management Committee members.

**ARTICLE 20**  
**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 State of New Jersey and of the United States.

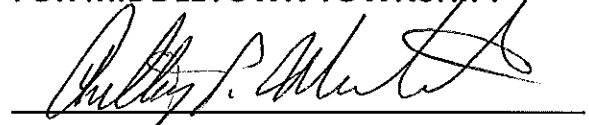
**ARTICLE 21**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2018, regardless of the date of execution, and shall continue in full force and effect up to and including December 31, 2021.


**FOR CWA LOCAL 1032:**

**FOR MIDDLETOWN TOWNSHIP:**

  
\_\_\_\_\_  
Sandra McGraw, Senior Staff Representative

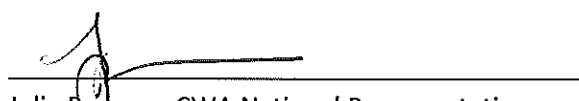
  
\_\_\_\_\_  
Anthony Mercantante, Township Administrator

  
\_\_\_\_\_  
Joan Fulciniti, Bargaining Committee Member

  
\_\_\_\_\_  
James VanNest, Assistant Twp. Administrator

  
\_\_\_\_\_  
Dolores Axon, Bargaining Committee Member

\_\_\_\_\_  
6-25-18  
Date

  
\_\_\_\_\_  
Julia Barocas, CWA National Representative

\_\_\_\_\_  
6/12/18  
Date

## SCHEDULE "A"

## SCHOOL CROSSING GUARDS

<u>EMPLOYEE NAME</u>	<u>MINIMUM HOURS EFFECTIVE 9/1/2000</u>
Dolores Axon	4.86
Mary Colon	3.89
Elizabeth Juan	3.89
Janie Mulhern	3.89
Judith Patterson	3.89
Joseph Straniero	3.89
Richard Wentway	4.86
Cheryl Wilson	3.89