

CONTRACT
BETWEEN
TOWNSHIP OF MOUNT HOLLY
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1034
CROSSING GUARD UNIT

EFFECTIVE JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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ARTICLE I - RECOGNITION

This Agreement is between the Communications Workers of America, AFL-CIO, Local 1034, for the Crossing Guard Unit and the Township of Mount Holly. The Township recognizes Communications Workers of America as the sole bargaining agent for all Crossing Guards employed by the Township. The Agreement will be in effect from January 1, 2005 through December 31, 2008.

ARTICLE II - MANAGERMENTS RIGHTS

CWA Local 1034, Representatives for the Mount Holly Township Crossing Guards,
acknowledges that Mount Holly Township, in accordance with N.J.S.A. Title 40 and 40 A as
having all rights to hire, discipline and terminate employees for just cause.

ARTICLE III - EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

CWA Local 1034, Representatives for the Mount Holly Township Crossing Guards has the right under this Agreement, as a Union, to address any problems through the following grievance procedure;

1. Definition: A grievance is: (1) a complaint that there has been an improper application, interpretation or violation of the specific terms and conditions of this agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or administrative decisions applicable to a member of the Bargaining Unit as defined in Article I; or (3) a disciplinary action that is not subject to Civil Service hearing and appeal procedures to a member of the unit. Only a major discipline of termination can proceed to arbitration, all other grievances, involving (1), (2) or discipline not related to termination, shall only proceed to Step 2 of the grievance procedure.

2. Grievants: Grievances may be filed by an individual member of the Bargaining Unit, or by the Union itself.

3. The aggrieved employee shall continue on his/her assigned duties pending the resolution of the grievance.

4. Procedure: The grievant shall invoke the grievance procedure within fifteen (15) calendar days after occurrence of the event complained of.

STEP 1:

a. The grievant must first discuss the grievance with his/her immediate supervisor. Said discussion must take place within fifteen (15) calendar days after the occurrence of the event complained of. If no resolution results from the meeting with the immediate supervisor the grievant shall set forth his/her grievance in writing specifying the nature of the complaint and the remedy desired which shall be filed with the immediate supervisor and the Township Manager. Said written grievance must be filed within fifteen (15) calendar days after the discussion with the immediate supervisor. The immediate supervisor must communicate his written decision to the grievant within fifteen (15) calendar days after receiving the written grievance.

STEP 2:

b. The grievant, within fifteen (15) calendar days after receipt of the written decision of the immediate supervisor, may appeal the decision to the Township Manager, or, in his absence, that individual responsible for the management of the Township. A meeting must be held within fifteen (15) calendar days of the receipt of the Appeal, unless both parties agree to extend the time frames. The Appeal must be made in writing and must provide all relevant information in regard to the grievance, including, but not limited to the reasons for dissatisfaction and the remedy sought. The Township Manager, or his designee, must issue a written decision within fifteen (15) calendar days of the meeting stating findings and a decision.

c. The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those involving termination of an employee.

d. Failure of the grievant to meet any of the time stipulations of this Grievance Procedure will result in the grievance being withdrawn. The grievant may request extensions of these time stipulations for reasons beyond his control or extenuating circumstances, provided that this request is received prior to the stipulated time limit. The Union and the Employer may mutually agree to extend the time frames due to circumstances beyond their control.

STEP 3:

BINDING ARBITRATION: Only discipline involving termination can proceed to Step 3.

Notice of intent to proceed to binding arbitration must be given by the Union to the Township within thirty (30) days of receipt of the decision of the Township Manager or the expiration of the time for the Township Manager to respond. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commission concerning the method of choosing an arbitrator. The costs of the arbitrator are to be borne by both sides, (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties, and a written decision rendered within thirty (30) days of the hearing date. The arbitrator's decision shall be limited to the specific terms of this contract.

6. **Right of Representation:** All grievants shall have the right to be accompanied by a representative of the Union at all levels of the grievance procedure. The Union Shop Steward or his designee shall be granted reasonable time, with pay, to investigate grievances.

7. **Disciplinary Matters:** the negotiated grievance procedure shall not be used for disciplinary hearing whenever the grievant has an absolute right of appeal to the Department of Personnel. In those instances, when disciplined and the employee does not have an absolute right, of appeal to the Department of Personnel, and the discipline is not for termination, he or she may utilize the grievance procedure only to Step 2. Major discipline (termination only) shall be processed through the grievance procedure including Step 3 Binding Arbitration.

ARTICLE IV - HOLIDAYS

All employees shall receive a total of nine (9) paid holidays as listed below. All holidays will be taken on the days in which the holiday falls.

Martin L. King's Day

Memorial Day

Columbus Day

Thanksgiving Day

Day After Thanksgiving Day

Mid-Winter School Recess (Two (2) Days)

NJEA Convention (Two (2) Days)

ARTICLE V - PERSONAL DAYS

All employees will be entitled to have three (3) paid personal days each year of the contract. Personal days can not be carried over from year to year. Personal days can be used in one half (½) day increments and can not be used in hourly increments.

ARTICLE VI - UNIFORM ALLOWANCE

The Township shall issue, within 90 days of hire for a new employee, the full uniform entitlement listed below. Upon the first (1st) day of hire a new employee shall receive a stop sign and a vest.

UNIFORMS:

- 3 Pair Pants
- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 1 Winter/Spring - Coat/Jacket with removal hood and removal insert
- 1 Rain Coat
- 1 Stop Sign
- 1 Vest
- 1 Identification Patch

The winter coat will also be a spring jacket - the hood will be removable as well as the inside of the winter coat. (2 separate coats will not be issued).

The above list of uniforms shall be issued to any current guard who does not have the full allotment. Guards who have the full allotment but need replacement clothing shall turn in the worn article and have it replaced. Guards are responsible for all issued uniforms, lost or stolen items will be the financial responsibility of the guard and must be replaced by the guard. Guards who quit must return all uniforms to the Employer within three (3) days of quitting or they shall be responsible to pay for the replacements.

SHOE AND/OR BOOT ALLOWANCE:

All Guards shall receive \$50.00 (fifty dollars) (less taxes) per year on October 1 of each year of the contract to apply for shoe and or boot costs. A receipt must be made available to the employer prior to October 1 of each year.

ARTICLE VII - SICK LEAVE/BEREAVEMENT LEAVE

All employees shall receive three (3) paid sick days per year and may carry over one (1) years sick leave (three (3) days) to the following year.

Upon request and approval of the Supervisor an employee may utilize vacation, personal and sick time for bereavement leave.

BEREAVEMENT LEAVE:

All guards shall receive one (1) bereavement leave day with pay in addition to the above three days.

ARTICLE VIII - VACATION LEAVE

All employees shall receive one (1) day per month of employment during the school year, up to a total of nine (9) vacation days per year. All vacation shall be used in conjunction with either the Christmas or Easter Recess.

ARTICLE IX - SALARY AND WAGES

Effective and retroactive to 1/1/05 all Crossing Guards shall receive the following hourly increases listed below in accordance with the salary scale. This new system replaces the old step system of "A" to "F". To place existing employees and new hires into the new system of "A" to "D" the following will apply:

- Any employee in "A" at \$10.81 shall move to "A" \$11.50 an increase of .69 cents for 2005
- Any employee in "B" at \$11.18 shall move to "B" \$12.00 an increase of .82 cents for 2005
- Any employee in "C" at \$11.56 shall move to "C" \$12.50 an increase of .94 cents for 2005
- Any employee in "D" at \$11.96 shall move to "D" \$13.00 an increase of \$1.04 for 2005
- Any employee in "E" at \$12.39 shall move to "D" \$13.00 an increase of .61 cents for 2005
- Any employee in "F" at \$12.83 shall move to "D" \$13.00 an increase of .17 cents for 2005

Increases for 2006, 2007 and 2008: add forty cents (.40) per hour in each year to your existing rate (as outlined below).

2005

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$11.50	\$12.00	\$12.50	\$13.00

2006

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$11.90	\$12.40	\$12.90	\$13.40

2007

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$12.30	\$12.80	\$13.30	\$13.80

2008

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$12.70	\$13.20	\$13.70	\$14.20

ARTICLE X - SPECIAL SERVICES

Any Crossing Guard who works any special event shall receive a two hour (2) minimum at the employees regular salary for performing the special service. If the service performed is for longer than the two (2) hours then the guard shall receive any excess above the two hour minimum for the amount of time he/she has worked.

ARTICLE XI - SENIORITY

Seniority shall be determined by the date of hire, not by the date of appointment, provided that any break in service does not exceed five (5) years.

When a new opening for a corner occurs, or if a current opening of a corner becomes vacant, which has less hours than you are currently making, it shall be filled in the following way:

All Guards who have less hours than the new opening or vacant opening shall be placed on a seniority list (by date of hire). The Guard with the longest date of hire shall be offered the new position first. (Guards who already have the same hours as the new opening or vacant opening will not be included in the seniority list). The guard must be qualified to fill the new opening or vacant opening.

ARTICLE XII - PERSONNEL FILE

All material in the personnel folder of a Crossing Guard during the Guards utilization of the grievance procedure will be removed therefrom except for the final written disposition of the grievance. Each individual Guard has the right to review the contents of the personnel folder at any time during office working hours. The Guard may, upon request, have detrimental correspondence or reports removed from the personnel folder and returned to the Guard based upon the following schedule:

1. Uninvestigated Citizens letter – 6 months
2. Official letter of Reprimand – 18 months provided there is no recurrence
3. Matters subject to Civil Service Action shall, in accordance with Civil Service Regulations, not be removed from personnel folders.

ARTICLE XIII - JURY DUTY

Employees who are summoned for service as Jurors will be excused on days they are required to be present in court. If the employee is not required to be present for Jury Duty for the entire work day, he/she must return to work.

ARTICLE XIV - FAMILY AND MEDICAL LEAVE

The Township shall comply with all rules and regulations of the Family and Medical Leave Act (FMLA). The Township agrees that an employee's seniority with the Township shall not be affected if they use Family or Medical Leave. No employee shall have any loss of benefits, salary increases, or other negotiated benefits while on unpaid or paid Family Medical Leave. If an employee believes their FMLA rights are being violated they shall use the grievance procedure of the contract for relief if they choose to.

ARTICLE XV - EQUAL TREATMENT/NON DISCRIMINATION

The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reason of sex, age, nationality, race, religion, marital status, political origin, color, handicap, association membership, association activities or the exercise of any concerted rights or activities.

ARTICLE XVI - PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The employees of the Township are enrolled in the Public Employment Retirement System.

The Township and the employees shall abide by all rules and regulations of the P.E.R.S.

System.

ARTICLE XVII - UNION DUES/AGENCY FEE

The Township agrees to deduct twice monthly from the base salary of each employee, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly union dues. Dues shall be per month or such amount as may be certified by the Union to the Township at least 30 days prior to the month in which the deduction of union dues is to be made.

Deduction of union dues made pursuant hereto shall be remitted by the Township to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, Local 1034, 1 Lower Ferry Road, West Trenton, N.J. 08628 by the tenth day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders of judgments brought or issued against the Township with regard to the dues checkoff except for any claims that result from negligent or improper acts of the employer or its agent or servants.

Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year. The Township will immediately supply the Union a copy of any request to halt dues.

If, during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish the Township a certified copy of the resolution, indicating dues changes and the effective date of such changes.

Agency Shop

Purposes Of Fee: All eligible non-member employees in this bargaining unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

Amount Of Fee: Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Deduction And Transmission Of Fee: After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction for representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Township shall deduct the representation fee as soon as possible, after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this bargaining unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who

become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this bargaining unit.

Demand And Return System:

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employees additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision he may appeal to a three member board established by the Governor.

ARTICLE XVIII - UNION BUSINESS

The Township shall grant the Union Shop Stewards one (1) day off with pay, per year, for Union business. This day is non-cumulative.

ARTICLE XIX - HEALTH AND SAFETY

The Union shall elect a representative to serve as a liaison for health and safety issues.

Employees shall still immediately notify their immediate Supervisor of any health and safety issue as well as the elected representative.

ARTICLE XX - LEAVE OF ABSENCE WITHOUT PAY

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a crossing guard for a period not exceeding six (6) months at any one time. Upon return the employee will be reinstated to their former position and pay rate, however any leave of absence for more than six (6) months, not including family leave permitted by law will be considered a break in service and the employee shall, if there is an opening available be re-hired as a new employee at a negotiated rate.

ARTICLE XXI - HOURS OF WORK

The hours of work for Crossing Guards shall be assigned by the Employer in conjunction with the Board of Education.

ARTICLE XXII - TERMS OF AGREEMENT

This Agreement shall govern all employees in the Crossing Guard Bargaining Unit, employed by the Township of Mount Holly and thereafter. Employees who have resigned prior to the execution date of this Agreement shall not be entitled to the benefits of this Agreement.

The term of this Agreement shall be from January 1, 2005 through December 31, 2008 and shall automatically renew itself unless either party notifies the other at least 90 (ninety) days prior to the expiration, of its intent to negotiate a successor agreement.

ARTICLE XXIII - FULLY BARGAINED PROVISIONS

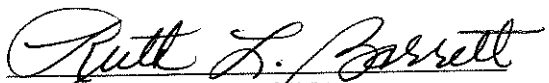
This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, this Agreement has been executed as of the 25 day
of July, 2005.

FOR THE UNION
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, LOCAL 1034



CARLA KATZ, PRESIDENT
CWA LOCAL 1034



RUTH BARRETT, CWA
INTERNATIONAL REPRESENTATIVE

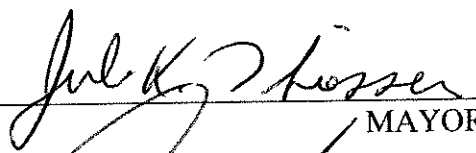


FLORENCE MCNAMARA
STAFF REPRESENTATIVE




ROSALIND MONK
NEGOTIATION COMMITTEE MEMBER

FOR THE
TOWNSHIP OF MOUNT HOLLY



MAYOR



ARTHUR M. LISTON
TOWNSHIP MANAGER