

**AGREEMENT**

**BETWEEN**

**POMPTON LAKES BOROUGH**

**-and-**

**COMMUNICATIONS WORKERS  
OF AMERICA AFL-CIO**

**JANUARY 1, 2015**

**through**

**DECEMBER 31, 2018**

## AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the **BOROUGH OF POMPTON LAKES**, a municipal corporation of the State of New Jersey, 25 Lenox Avenue, Pompton Lakes, New Jersey 07442, hereinafter referred to as the **“BOROUGH”** and **COMMUNICATIONS WORKERS OF AMERICA AFL-CIO**, 67 Scotch Road Ewing, New Jersey 08628, hereinafter referred to as the **“Union”**.

### 1. RECOGNITION

The Borough recognized the Union as the sole and exclusive agent for collective negotiations with respect to hours of work, wages, fringe benefits and other conditions of employment for all regular School Traffic Guards employed by the Borough except all managerial executives, confidential employees, police employees, supervisory employees within the meaning of the New Jersey Employer/Employee Relations Act, professional employees, craft employees, casual employees and all other employees employed by the Borough in accordance with Public Employment Relations Commission, Docket Number RO-91-12.

### 2. DUES DEDUCTION

Upon receipt of an executed written authorization from an employee, the Borough agrees to deduct regular union dues of said employee from his or her paycheck. This deduction will be submitted monthly to the Union's Treasury so designated in writing to receive such deductions. The Union will notify the Borough in writing of the exact amount of such regular membership dues to be deducted.

### 3. AGENCY SHOP

The Borough agrees to deduct from the pay of each employee covered by this Agreement who does not furnish written authorization for deduction of union dues a representation fee in lieu of dues for services rendered by the Union. The representation fee shall be in an amount equivalent to the regular membership dues charged by the Union to its own members less the cost of benefits financed through dues and available or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues and further provided the Union fully complies with N.J.S.A. 34:13A-5.5 through N.J.S.A. 34:13A-5-9. The payroll deduction shall commence 30 days following the beginning of the employment of an employee in a bargaining unit position.

#### **4. PAYMENT OF PAYROLL DEDUCTIONS**

Payroll deductions of union dues and representation fees in lieu of dues shall be remitted by the Borough to the Union's Treasury monthly to the address of the Union set forth above.

#### **5. EQUAL OPPORTUNITY**

The provisions of this Agreement will be applied by the Borough and by the Union without regard to an employee's race, color, religion, sex, national origin, marital status or union membership.

#### **6. PERSONNEL FILES**

- A. Upon reasonable notice and at reasonable times an employee may at any time review and examine his or her personnel file. Appointment for examination and review must be made through the Chief of Police or his designated representative who must be present during such review and examination.
- B. An employee shall be permitted to place in his or her personnel file a brief, written response to any adverse or derogatory document pertaining to that employee which is in the employee's personnel file.
- C. Unless prohibited by law, the Borough will provide the employee a copy of the documents in the employee's file if requested by the employee.

#### **7. BULLETIN BOARDS**

The Borough shall provide the Union a designated portion of the bulletin board at the Municipal Building hallway for its use to provide information to its members pertaining to any and all business of the Union.

#### **8. ON THE JOB INJURY**

An employee injured at work who is relieved from his or her post by supervision because of the injury shall be paid as if the employee has completed the shifts scheduled for the day of the injury for that employee. Any workers compensation received by the employee for wages for the day of injury shall be paid by the employee to the Borough in accordance with the Borough's workers compensation policies.

## **9. VACATION**

A. Vacation shall be granted to all regular School Traffic Guards employed by the Borough in accordance with the following schedule (however, non-compliance with this provision in the past shall not entitle anyone to retroactive payments):

Up to one (1) year	- one (1) day for each month of service
After one (1) year to ten (10) years	- 12 days
Eleven (11) to twenty (20) years	- 15 days
Twenty-one (21) years or more	- 20 days

B. Vacation days must be taken by an employee during the time in which school is closed for Christmas and Spring Vacation or during other school vacations days. Only if an employee has more vacation days than school closing days may an actual working day be taken. The Borough reserves the right to require an employee to work vacation days and in the event an employee is unable to take vacation because of scheduling to pay said employee for said vacation day in lieu of a scheduled day.

## **10. SICK LEAVE**

A. Sick leave shall be granted to all employees covered by this Agreement in accordance with the following schedule:

First year	- one (1) day for each month of service
Each Subsequent year	- fifteen (15) working days

B. Sick leave for any calendar year not taken shall accumulate from year to year for each employee.

C. Definition – “Sick leave” shall be granted to all employees covered by this Agreement when sickness or disability renders such employee or member of his immediate household unable to perform the duties because of illness, accident or exposure to contagious disease. A Crossing Guard shall notify the Police Department communications desk in accordance with the directions set forth in the Department’s Absenteeism General Order 2013-01. If illness or other unexpected circumstance prevents the timely appearance of a Crossing Guard at their post, the Guard shall notify the Police Department communications desk as soon as possible. Guards shall notify their supervisor of a planned absence at least 24 hours in advance.

D. The Borough will give each employee covered by this Agreement, once a year, on or before November 1<sup>st</sup>, a statement of the employee’s amount of accumulated sick leave.

E. All accumulated sick leave shall be paid to each employee covered by this Agreement upon the employee’s termination (except for cause) at the rate of one day for

each two days of accumulated sick leave. Payment for each day shall be calculated on an average of the daily pay of the terminated employee during the 12 calendar months immediately preceding termination (except for cause).

F. Employees hired on or after January 1, 2002 may accumulate a maximum of 45 sick days sick leave. In any year, where such employee would exceed 45 days as of December 31<sup>st</sup> of the year, the Borough shall pay the employee for days accumulated over 45 days during the first quarter of the following year at one day pay for each two accumulated sick days and at the rate of pay which is the average of the daily pay for the 12 calendar months preceding.

G. Employees who are absent for three (3) or more consecutive days are required to provide a physician's certificate to return to work.

### **11. PERSONAL DAYS**

An employee covered by this Agreement shall receive two (2) personal days per school year with pay provided that at least 24-hours notice is given by the employee to the Chief of Police, except in cases of emergency.

### **12. CLOTHING AND UNIFORMS**

A. Uniforms and equipment damaged in the line of duty will be replaced by the Borough without cost to the employee.

B. New Employees will be supplied with full uniforms consisting of winter jacket, spring jacket, raincoat and rain hat, regular hat, safety vest and paddle. Shop stewards shall be permitted to provide input on choice of winter jackets.

C. Paddles shall be provided for all School Traffic Guards stationed at all intersections.

D. Extra paddles, vests and hats shall be stored at the Police Station for use when necessary.

E. Clothing allowance of \$250.00 shall be paid to each regular School Traffic Guard on the adoption of the Borough budget each year during the term of the Agreement. A new regular School Traffic Guard will be paid in his or her second year of service. All payments for clothing allowance will be based upon the submission of vouchers verifying the expense.

F. At the beginning of each school year the Chief of Police or his designated representative shall inspect the clothing and will arrange for the replacement of any necessary items, the cost of which will be charged to the School Traffic Guard's clothing allowance, this does not include jackets. Employees shall be reimbursed for shoes or

boots which will be part of the uniform allowance. Reimbursement shall be no later than two payroll cycles.

### **13. DEATH IN FAMILY**

In the event of the death of a member of the immediate family of an employee, the employee will be granted up to three (3) days leave, which leave shall not be counted as sick leave days. Immediate family is defined to mean husband, wife, father, mother, sister, brother or child, step parents, step children, mother and father-in-laws, grandparents and domestic partners of the employee. Leave shall be with pay and shall not be restricted because of the location of the funeral.

### **14. UNION REPRESENTATIVES**

The Union has a sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union.

### **15. ACCESS TO BOROUGH PROPERTY**

The Union representatives will have access to municipal property to the same extent as an employee covered by this Agreement.

### **16. UNION TRAINING**

Provided twenty-one (21) calendar days advance notice is given by the Union to the Borough, each shop steward will be granted five (5) days leave of absence without pay for union training during the agreement year.

### **17. JURY DUTY**

All employees will be granted necessary time off to perform jury duty as required by law. The employee shall notify the Borough of the requirement for this leave as soon as possible. The employee will be paid the difference between scheduled pay for the day or days of jury duty and the jury duty pay received by the employee for that day.

### **18. WITNESS LEAVE**

An employee subpoenaed as a witness in a court of law shall be paid for all hours lost for such appearance only under the following conditions:

- (a) as a witness on behalf of the Borough
- (b) as a witness to an event which the employee observes while at work for the Borough.

### **19. HOURS OF WORK**

- A. The normal work week shall not exceed fifteen (15) hours per week
- B. The work day shall be scheduled by the Chief of Police or his departmental representative. The determination of the days on which employees shall be required to work and the number of hours required shall be determined solely by the Chief of Police or by his designated representative.
- C. The minimum shift for an employee shall be one (1) hour.
- D. Employees shall be paid for all hours of attendance at Borough scheduled mandatory meetings.

## **20. LEAVE WITHOUT PAY**

An employee who has no remaining vacation, personal days or sick leave or other credit for time off for good and sufficient reason at the discretion of the Chief of Police or his designated representative may be granted a leave of absence without pay. Such leave of absence shall not exceed one (1) year. During said leave of absence the employee shall not lose any seniority rights attained at the time of commencement of the leave.

## **21. SENIORITY**

A. Seniority is defined as the employee's continuous length of service to the Borough retroactive to the latest date of hire. A new employee shall be considered without seniority until becoming permanent following successful completion of one six (6) month probationary period.

B. Seniority shall be given preference in any layoff or recall except where different qualifications are involved or where veteran's preference laws are applicable.

C. Employees who are laid off shall retain their prior seniority provided that reemployment occurs within one (1) year of layoff.

## **22. LAYOFF**

When the Borough determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will prevail unless otherwise required by veteran's preference laws:

A. In determining the order in which employees are to be laid off, seniority will prevail.

B. The effective date of separation from the payroll will be no sooner than 30 calendar days following written notification to the employee.

C. Laid off employees retain recall rights for one year following the actual date of separation.

D. The most recently laid off employee still holding recall rights will be sent a recall notice by certified mail, return receipt requested addressed to the employee's most recent address. The employee must respond within seven (7) calendar days of the notice or will forfeit his or her right to rehire.

E. A laid off employee, upon returning to employment by exercise of his or her recall rights retains the seniority held on the date of separation as if he or she had never been laid off.

## **22. GRIEVANCE PROCEDURE**

A. A grievance shall be the procedure by which an employee and/or the Union may appeal the interpretation or application or violation of this Agreement or any other condition of employment

Step 1: The Union steward with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor ten (10) days of the date of any known occurrence of the grievance.

The supervisor shall attempt to resolve the matter and shall respond to the steward within five (5) working days. However, in the event that the employee has a grievance against his/her supervisor, Step 1 may be waived and the employee may proceed immediately to Step 2.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Chief of Police or designee within five (5) working days. The employee may be represented by the Shop Steward to discuss the grievance with the Chief of Police or designee.

Step 3: If the grievance is still not resolved, then it shall be presented to the Mayor & Council in writing within five (5) working days after response from the Chief of Police or designee. The Mayor & Council shall hold a closed session meeting with the employee, the shop steward and a representative from the Communications Workers of America. The Mayor & Council shall respond to the employee within fifteen (15) working days in writing.

Step 4: In the event the grievance has not been resolved by Step 3, then within ten (10) calendar days, the Union may submit the matter to binding arbitration to the New Jersey State Board of Mediation in accordance with its rules and the rules of the New Jersey State Board of Mediation. The decision of the Arbitrator shall be final and binding upon the employer, the employee and the Union. The cost of arbitration shall be borne



equally by the employer and the Union. The arbitrator's decision shall be in writing. Only the Union and the Borough shall have the right to submit a matter to arbitration.

Failure to proceed with the grievance to the next step within the time limits set forth shall be deemed a satisfactory resolution of the grievance at that step. Failure to respond to a grievance within the time period set forth at each step shall be deemed a denial or unsatisfactory response.

The following items are specifically not matters for a grievance:

- A. Failure or refusal of the Borough to review the contract of a probationary or part-time departmental employee for matters in which the Borough is without authority to act.
- B. Matters within the jurisdiction of the Department of Personnel pursuant to the Civil Service Act.
- C. Disputes of differences regarding classification of positions, pension, or elimination of position.
- D. Matters in which the Borough is without authority to act.

#### **24. DISCIPLINARY MATTERS**

The Borough agrees to notify the steward and the Union in writing on all disciplinary matters. All letters of warning will be reviewed by the Chief of Police after they have been in the employee's file for one year and the Chief of Police, in his sole discretion, shall determine whether or not said warning shall remain in the employee's file. Failure of the Chief of Police to remove any matter from the employee's file shall not be a matter for a grievance or negotiation.

#### **25. DISCIPLINE**

Except for the removal of an employee from his or her post, the Union shop steward shall be notified of any disciplinary proceedings and shall have the right to be present during such disciplinary proceeding. The Borough shall not discharge, discipline or suspend an employee without just cause unless immediate suspension is warranted.

Employees should exercise their Weingarten rights if the employee desires the presence of a Shop Steward.

#### **26. LONGEVITY**

Employees of the bargaining unit shall be entitled to longevity compensation to be paid at the end of the school year provided the employee is in the employ of the Borough at that time as follows:

**A. YEARS COMPLETED**

Five (5) years	\$ 50.00
Ten (10) years	100.00
Fifteen (15) years	150.00
Twenty (20) years	200.00

B. Employees hired on or after January 1, 2000, shall not receive longevity.

**27. HOLIDAYS**

The following days shall be holidays with pay:

Presidents Day, Thanksgiving Day, day after Thanksgiving, Christmas Day

**28. SALARIES**

A. Salaries shall be as follows effective January 1 of each year per hour:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Current/Regular	\$20.99	\$21.39	\$21.80	\$22.21
Substitutes	\$17.58	\$17.91	\$18.25	\$18.60

During the term of this agreement, should any Borough employee receive an increase greater than 1.9% per annum, the salary guide shall be reopened and adjusted in this agreement and changed to reflect the larger increase.

B. Upon the signing of the agreement, any substitute guard on the payroll who is awarded a permanent guard position at anytime shall have/his salary adjusted up to the "Current" wage scale and shall receive all the benefit entitlements enjoyed by the current employees. Any new substitute hired after the signing of this agreement shall be hired at the substitute rate and shall move and stay within the substitute pay scale.

C. All benefit entitlements shall be prorated for any service less than a year. It is understood that a year for Crossing Guards shall be defined to mean ten (10) months of work, not twelve (12).

D. Upon the signing of this agreement, all new hires shall be entitled to ten sick days, four holidays.

## **29. EMERGENCY SCHOOL CLOSINGS**

In the event school shall be closed due to an emergency school closing on a day when an employee is regularly scheduled to work, the employee shall be paid for said day, provided the employee shall be paid for not more than four (4) such emergency closing days during any school year. Emergency closing is defined to mean: "the closing of school for snow, flood, school building fire or storm". School year is defined to mean "the period from the opening of school in September to the close of school in June of the following calendar year".

## **30. EFFECTIVE DATE AND TERM**

This Agreement shall become effective as of January 1, 2015 and shall remain in effect through and including December 31, 2018.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives written notice at least 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

## **31. MANAGEMENT RIGHTS**

It is understood and agreed that the Borough and its authorized agents possesses the sole right to operate and employ School Traffic Guards and that all managements rights repose in it. Such rights must be exercised consistently with other provisions of this Agreement.

These rights include but are not limited to the following:

- A. Discipline or discharge for just cause.
- B. Direction of the work force.
- C. Hiring, assignment or transfer of employees.
- D. Determining the methods and means needed to carry out the functions of the School Traffic Guards.
- E. Determining the mission of the School Traffic Guards.
- F. Introducing new or improved methods or facilities.
- G. Changing the existing methods or facilities.
- H. Relieving employees because of lack of work.

- I. Contracting out for goods or services.

**32. FULLY BARGAINED**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Borough of Pompton Lakes, New Jersey on the day and year first above written.

**BOROUGH OF POMPTON LAKES**  
Mayor By: Kathleen M. Cole

Attest Elizabeth Brundage

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO LOCAL 1032**

By: Carol Merritt-Brautigam

Magdalena Antoy