

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF EDGEWATER PARK**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA AFL-CIO**  
**LOCAL 1034**  
**REPRESENTATIVES FOR THE EDGEWATER PARK**  
**SCHOOL CROSSING GUARDS**  
**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

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## **ARTICLE I - RECOGNITION**

**The Employer recognizes the Communications Workers of America, AFL-CIO, Local 1034, as the bargaining agent for the Edgewater Park School Crossing Guards for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees.**

**The Employees of the Association are listed in Article XXIII on page 25 and are attached hereto and made a part hereof. This Recognition shall not be interpreted as having the effect of abrogating the rights of employees granted under State or Federal Law.**

## ARTICLE II - GENERAL RULES

**A. In order to adequately and safely protect and serve both employees and the public the following will be in order:**

- 1. Work schedules, duty assignments, adjusting of work schedules, disciplinary actions, and demotions, fines, promotions, suspensions, or transfers of employees will be administered by the Edgewater Park Township Police Department. Discipline procedures to follow Civil Service guidelines.**
- 2. If there is any change in the number of work hours in the normal work schedule of three (3) hours per day, the Union and the Township shall immediately re-open the contract for the purpose of negotiating the new hours and the salaries of the guards.**
- 3. Disciplinary actions, demotions, fines, promotions, suspensions, or transfers of employees must be given in writing within a ten (10) day period to the member of the Bargaining Unit that is affected, with copies to the Union Shop Steward and the Union Representative in the C.W.A. Local 1034 Trenton office.**
- 4. The Township will attempt to carry four substitute guards at all times.**
- 5. Definition: Classified Guards - Hired prior to 4/26/79  
Unclassified Guards - Hired after 4/26/79  
Substitute Guards - Hired after 4/26/79**
- 6. Part-Time - All Guards are considered part-time employees.**

### ARTICLE III

#### HEALTH AND SAFETY AND LABOR MANAGEMENT COMMITTEES

**A. The Township agrees to have a Health and Safety Committee with four (4) Representatives. Two Representatives shall be from the Township and shall be designated by the Township Administrator and two shall be from the Union, one being the Union Shop Steward and the second being the Union Representative from the Trenton office.**

**The Township reserves the right to add to the Committee, a member of the Township Committee, if it wishes.**

**The purpose of this Committee will be to hear complaints and solve any problems that may arise as to avoid the filing of grievances. This in no way should be interpreted as meaning any member does not have the right to file a grievance. Grievances filed in a timely manner that involve Health and Safety issues can, if the affected member agrees, be placed in abeyance and heard by the Health and Safety Committee for resolution. If the grievance is not resolved, it shall be taken out of abeyance and proceed to the grievance procedure at the beginning level.**

**The Health and Safety Committee shall meet on an as needed basis. The Union shall notify the Employer of such need and a meeting shall be set within ten (10) working days of the notification, unless both parties mutually agree to a date after the 10 day working period described above.**

**B. All posts shall be free from leaf, snow, ice and trash so as to provide safety for the public, school children and guards.**

**C. The Township agrees to have a Labor Management Committee with four (4) Representatives. Two Representatives shall be from the Township and shall be designated by the Township Administrator and two shall be from the Union, one being the Union Shop Steward and the second being the Union Representative from the Trenton office.**

**The Township reserves the right to add to the Committee, a member of the Township Committee, if it wishes.**

**The purpose of this Committee will be to hear complaints and solve any problems that may arise as to avoid the filing of grievances. This in no should be interpreted as meaning any member does not have the right to file a grievance. Grievances filed in a timely manner that involve labor management issues can, if the affected member agrees, be placed in abeyance and heard by the Labor Management Committee for resolution. If the grievance is not resolved, it shall be taken out of abeyance and proceed to the grievance procedure at the beginning level.**

**The Labor Management Committee shall meet on an as needed basis. The Union shall notify the employer of such need and a meeting shall be set within 10 working days of the notification unless both parties mutually agree to a date after the 10 day working period described above.**

**ARTICLE IV - TRAINING**

**A. The Township will pay new hired guards for training, with the shifts required for the job. If training takes place in 2005 the rate to be paid is the 2005 hiring rate, if training takes place in 2006, the rate to be paid is the 2006 hiring rate, if the training takes place in 2007, the rate to be paid is the 2007 hiring rate.**

**The guard in training will be paid for the actual shifts being trained on the job.**

**B. The Appointment of a Training Officer to train new guards is agreed to by the Township. This training Officer must have at least seven (7) years experience as a Classified or Unclassified Crossing Guard. The Police Department will make the appointment and it will be for the term of this contract.**

**C. CPR AND FIRST AID TRAINING:**

**The Township will pay the cost of CPR and First Aid Courses, without pay to the members for attendance or for traveling. There is no requirement that guards must attend. It will be on a volunteer basis only.**



## ARTICLE V - UNIFORMS AND EQUIPMENT

It is agreed that the following list of equipment will be provided for each classified, unclassified, and substitute guard as needed. It is agreed that the Union Shop Steward will present a list of equipment needed in April of each year of the contract.

### EQUIPMENT

One (1) Name Tag	One (1) Safety Vest
One (1) Stop Sign	One (1) Whistle
Three (3) ID Patches	

### UNIFORMS

It is agreed that the following list of uniforms will be provided for each classified and unclassified guard as needed. It is agreed that the Union Shop Steward will present a list of Uniforms needed in April of each year of the contract.

One (1) Winter Coat	One (1) Rain Gear
One (1) Light Weight Jacket	One (1) Pair of Rubber Boots
Six (6) Shirts - 3 Short Sleeve	Three (3) Pair of all season Pants
3 Long Sleeve	One (1) Hat - with ear cover

#### **Cleaning Allowance:**

Winter Coats are available for cleaning one time per year and/or as needed. Notification must first be obtained if more than two times per year is needed. That notification will be to the Police Department Supervisor by the guard requesting additional cleaning. The Supervisor will then advise the guard needing additional cleaning if it has been approved.

**REPAIRS:** It is the responsibility of each guard to maintain their uniforms.

**ARTICLE VI - VACATION ENTITLEMENTS**

**The Township will provide vacation days to the Classified Guards with the guidelines provided by the Department of Personnel Rules and Regulations as listed below:**

**Classified Guards - Any guard hired on or before April 26, 1979**

**Classified Guards receive 11-1/4 vacation days per year in each year of the contract and can be carried over for one (1) year only. If they remain unused they will be lost.**

**Vacation scheduling for all Classified Guards will be by seniority, and must be approved two (2) weeks in advance by the Director of Public Safety or his designee. However, if an emergency arises, the Classified Guard shall immediately notify the Supervisor and request the vacation day without the two week advance notice.**

**Unclassified Guards and Substitute Guards - No vacation days shall be earned.**

**ARTICLE VII - SICK TIME ENTITLEMENTS**

**CLASSIFIED GUARDS:** Hired on or before April 26, 1979

The Township will provide sick time entitlements to the Classified Guards with the guidelines provided by the Department of Personnel Rules and Regulations as listed below:

Each Classified Guard will receive 11-1/4 days per year which can be accumulated from year to year and upon retirement or resignation or termination will be paid at the rate of fifty (50%) percent.

**UNCLASSIFIED GUARDS:** Hired after April 26, 1979 (full time)

The Township will provide seven (7) paid sick days in each contract year for all Unclassified Guards. These sick days cannot be accumulated from year to year.

**SUBSTITUTE GUARDS:** Hired prior to January 1, 2005

Substitute Guards will be eligible for (7) paid sick days in each contract year if they have the following:

1. Must have 1 year service with the Township
2. Must have been previously scheduled to work a post

**SICK LEAVE INCENTIVE -** It is agreed that if only 1 paid sick day is used in a year, a bonus of \$100.00 will be paid on the first pay of the following year. This incentive is for each year of the contract and covers Classified and Unclassified Guards hired prior to January 1, 2002.

**SUBSTITUTE GUARDS:** Substitute Guards are eligible to receive same said sick leave incentive if they have been hired prior to January 1, 2002 and have the following:

1. Must have 1 years service with the Township
2. Must have worked at least 6 posts per month

**SUBSTITUTE GUARDS:** Substitute Guards hired after January 1, 2005 shall not be eligible to receive paid sick time or sick leave incentive bonus.

\*Substitute Guards hired prior 1/1/05 who became full time guards in 1/1/05 or thereafter shall be eligible to receive paid sick days and sick leave bonus incentive.

Full time Guards who become sub guards after 1/1/05 shall not receive any paid sick days and shall not be entitled to the sick leave bonus incentive.

**ARTICLE VIII - HOLIDAY PAY**

**The Township agrees that New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, in each year of the contract, will be paid holidays for Classified, Unclassified and \*Substitute Guards, to be paid in each year of the contract at the regular rate of that year for each of the three groups.**

**\*Substitute Guards must have been employed with the Township for 1 year, to receive the paid Holidays above.**

**\*Substitute Guards hired prior to 1/1/05 shall receive the holiday pay. Substitute Guards who were hired prior to 1/1/05 and became full time after 1/1/05 or any time thereafter shall receive holiday pay.**

**\*Substitute Guards hired after 1/1/05 shall not receive any holiday pay. Full time guards who change to sub guards after 1/1/05 shall not be eligible for holiday pay.**

**ARTICLE IX - BEREAVEMENT LEAVE**

**All Classified, Unclassified and \*Substitute Guards shall receive four (4) paid bereavement days off with pay in case of death of the following:**

**Mother, Father, Sister, Brother, Children, Spouse, Mother-in-Law, Father-in-Law, Step-Mother, Step-Father, Step-Child, Step-Brother, Step-Sister, Grandmother, Grandfather and Grandchild, Daughter-in-Law and Son-In-Law.**

**All Classified, Unclassified and Substitute Guards shall receive (1) paid bereavement day off for the day of burial in case of death of the following:**

**Brother-in-Law, Sister-in-Law, Aunt and Uncle.**

**Substitute guards must have 1 year of employment with the Township.**

**Proof of family members' death, ie., newspaper clipping, will be required.**

**Bereavement leave shall not be paid to any guard from the time school ends in the month of June or throughout the months of July and August, as well as any day prior to the first day school begins in September.**

**\*Substitute Guards hired after 1/1/05 shall not be eligible to receive bereavement leave, as well as any full time guard who changes to a sub guard after 1/1/05.**

**\*Substitute Guards hired prior to 1/1/05 and those who became full time in 1/1/05 or thereafter shall receive paid bereavement leave.**

**ARTICLE X - JURY DUTY**

**The Township agrees to pay up to two (2) weeks pay for Classified and Unclassified Guards, who must attend Jury Duty. The Guard shall receive the regular shift wages based on the amount of shifts that she/he would have worked for the Township in that time frame.**

**Substitute Guards - will receive Jury Duty compensation if previously scheduled to work.**

**ARTICLE XI - EMERGENCY SCHOOL CLOSINGS**

**A. Emergency School Closing:**

**The Township agrees to pay any crossing guard, already on post, the full days pay of three hours if for any reason the Board of Education calls for an emergency school closing which would have caused the crossing guard a loss in pay for the regular schedule day consisting of the three hours in two shifts.**

**If the emergency school closing comes later in the school day, and any guard is required to remain longer than the regular schedule of three hours for the day, then he/she shall receive the regular pay for the day worked plus be paid for anything over and above the regular schedule of three hours.**

## **ARTICLE XII - GRIEVANCE PROCEDURE**

**Any grievance or dispute which may arise between the parties including the interpretation of this agreement shall be settled in accordance with the following procedures:**

**1. Within 15 calendar days of the grievable event or occurrence, the grievant shall prepare in writing on forms approved by the parties, the facts relating to the grievance. The grievance shall be served upon the immediate Supervisor who shall attempt to resolve said grievance and render a decision within 15 calendar days of receipt. Copies of the decision shall be forwarded to the grievant, Union, and Management.**

**2. In the event of an adverse decision by the immediate Supervisor, the grievant or Union will have 15 calendar days to appeal the adverse decision to the Head of the Department in which the grievant works. All appeals shall be in writing. The Department Head shall have 15 calendar days to resolve the grievance.**

**The decision of the Department Head must be in writing and copies shall be forward to the grievant and the Union office in Trenton.**

**3. Upon receipt of an adverse decision by the grievant's Department Head, the grievant or the Union may file an appeal of the adverse decision within 15 calendar days to the Township Administrator who shall schedule, hear and determine the grievance within 15 calendar days after receiving the grievance. The decision shall be in writing, copies thereof shall be provided to the grievant and Union office in Trenton.**

**4. Upon receipt of an adverse decision by the Township Administrator, the grievant or Union may file an appeal with the Township Committee within 15 calendar days of receipt of the adverse decision. The appeal shall be in writing. The Township Committee shall schedule, hear and make a determination within 15 calendar days of receipt of the grievance. Copies of the Township Committee's decision shall be forwarded to the grievant and Union office in Trenton.**

**Upon receipt of an adverse decision by the Township Committee, the grievant or Union shall have thirty (30) calendar days to file with P.E.R.C. for an appointment of an Arbitrator whose decision shall be final and binding on the parties.**

**Failure to move any grievance within the agreed upon time frames at any one step shall mean said grievance is automatically appealed to the next step. Arbitration cost shall be borne equally between both parties.**



**ARTICLE XIII - UNION DUES DEDUCTIONS  
AND AGENCY FEE**

**The Township agrees to deduct from the earnings of each employee Union member, dues, when said employee has properly authorized such deduction by signing a dues authorization card.**

**The Township will forward all dues deduction monies collected on a bi-weekly basis to the Treasurer of C.W.A. Local 1034 as listed below:**

**Communications Workers of America AFL-CIO Local 1034  
1 Lower Ferry Road  
West Trenton, N.J. 08628  
Attention: Treasurer**

**The dues check will also have a copy of the list of employees and their deductions. A list of names, bi-weekly salary and amount of deduction will be included.**

**The parties agree that for the term of this agreement, in accordance with the New Jersey Statutes, any employee who is a member of this bargaining unit on the effective date of this agreement who is not a member of the Union shall pay an Agency Shop Fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. The union dues deduction is 1.154% of the base salary, agency fee is 85% of that amount.**

**Such fees shall be deducted from the employees affected on the basis of authorization provided by the bargaining agent. This provision shall be effective upon the signing and ratification of this agreement.**

**The C.W.A. 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 check-off, except for any claims that result from negligent or improper acts of the Employer or its agent or servants.**

#### **ARTICLE XIV - FRINGE BENEFITS**

**All part-time employees\* are eligible for membership in the Public Employees Retirement System and Group Life Insurance is available according to Civil Service Regulations.**

**\*Chapter 82 of the Public Laws of 1979, NJSA 40A:9-154**

**All new employees who are appointed to the position of School Crossing Guard effective April 26, 1979, and thereafter shall have their appointments recorded in the Unclassified service for a term of 1 (one) year.**

**All part-time employees are eligible for membership in the Public Employees Retirement System and Group Life Insurance is available.**

**All Bargaining Unit Employees will be enrolled in the State Disability Insurance Program.**

**ARTICLE XV - ASSOCIATION RIGHTS AND PRIVILEGES**

**The Employer shall not discriminate on the basis of race, color, creed, national origin, age, sex, political affiliation, representation or legitimate activity in the Association.**

**ARTICLE XVI - UNION RIGHTS AND PRIVILEGES**

**UNION SHOP STEWARD:**

**The Township shall recognize a Union Shop Steward with on the job recognition, and will notify said Union Shop Steward of any hearings and will recognize said Union Shop Steward at being present at any hearing concerning any guard.**

**UNION PAID TIME OFF:**

**The Township will pay four days salary to one (1) Union Shop Steward to attend steward meetings and training in each year of the agreement. The Township will be notified in writing within ten (10) days of the meeting or training.**

**The Township will pay four days salary for union business, hearings, or grievance meetings in each year of the agreement. The Township will be notified in writing within five (5) days for the release of any employee for attending to union business, hearings, or grievance meetings.**

**Note: A paid day is not eight (8) hours and no employee or steward is paid for any travel time.**

**ARTICLE XVII - SALARY AND WAGES**

**WAGES -** Wage ranges for each calendar year shall apply to all authorized positions listed below. The minimum rate shall be the hiring rate for each title. During the term of this agreement, the pay scale will not be reduced unless by mutual agreement of both parties. All wages shall be paid on a bi-weekly basis. Wages shall be paid for a minimum of 1 (one) hour per shift\* provided the actual work time for that day does not exceed three (3) hours otherwise wages will be paid for the actual time worked.

All employees listed in the classifications below will receive the wages listed below for the years of 2005, 2006 and 2007. Said wages will be effective to January 1<sup>st</sup> of the respective year and shall be effective upon passage of the appropriate Township Ordinance. Wage increases are 3% for 2005, 3% for 2006 and 3% for 2007.

\*Shifts are: Morning 7:30 a.m. to 9:00 a.m. and Afternoon 2:30 p.m. to 4:00 p.m. Early dismissal days in the school year shall be paid at the day rate for both shifts.

**SALARY SCHEDULE ALL GUARDS - CLASSIFIED/UNCLASSIFIED AND SUBS**

	2005	2006	2007
<b>A. All new hires full/time and Subs who are currently at \$13.12</b>	\$14.33 per post	\$14.76 per post	\$15.20 per post
<b>B. All current employees at \$22.62 AND \$23.33</b>	\$24.03 per post	\$24.75 per post	\$25.49 per post
<b>C. All current employees at \$20.51</b>	\$22.62 per post	\$23.30 per post	\$24.00 per post

If a full time guard hired prior to 1/1/05 becomes a substitute guard after 1/1/05, she/he shall begin at the entry level rate listed in "A" above for the year in which the change occurred.

**TRAINING/ATTENDANCE COORDINATOR:**

On the first pay period in June of each contract year the Training/Attendance Coordinator shall receive a lump sum payment of \$1,000.00 (one thousand dollars) for attending to the training and attendance of the crossing guards.

**ARTICLE XVIII - LONGEVITY**

Longevity payments will be computed according to the rate set forth below. Payments will be based on the employee(s) anniversary date with the Township and will be included in the first pay period after the Anniversary date.

Classified, Unclassified, and Substitute Guards hired prior to January 1, 2000 shall receive longevity based on the schedule below, however substitute guards will only receive longevity based on the percentages below if they have the following qualification:

1. Must have one (1) year continuous unbroken service with the Township. Longevity will begin on the 1<sup>st</sup> day of the 3<sup>rd</sup> year.

**Calculation: 2005**

2% Of the 2004 annual salary starting with the first day of the third year and including the fourth, fifth, sixth, and seventh years.

3% Of the 2004 annual salary starting with the first day of the eighth year and including the ninth, tenth, eleventh, and twelfth years.

4% Of the 2004 annual salary starting with the first day of the thirteenth year and including each year thereafter.

**Calculation:2006**

2% Of the employee(s) 2005 end of year W-2 starting with the first day of the third year and including the fourth, fifth, sixth and seventh years.

3% Of the employee(s) 2005 end of year W-2 starting with the first day of the eighth year and including the ninth, tenth, eleventh and twelfth years.

4% Of the employee(s) 2005 end of year W-2 starting with the first day of the thirteenth year and including each year thereafter.

**Calculation: 2007**

2% Of the employee(s) 2006 end of year W-2 starting with the first day of the third year and including the fourth, fifth, sixth and seventh years.

3% Of the employee(s) 2006 end of year W-2 starting with the first day of the eighth year and including the ninth, tenth, eleventh and twelfth years.

4% Of the employee(s) 2006 end of year W-2 starting with the first day of the thirteenth year and including each year thereafter.

Any new hires after 1/1/00 shall not receive longevity. Any full time guard who changes to a sub guard after 1/1/05 shall not be eligible to receive longevity.

This calculation change has become necessary due to the fact that the employee(s) no longer have a base salary that had been previously calculated by the number of posts available in a school year. Longevity will now be paid based on the actual amount of posts worked in the previous year.

**ARTICLE XIX BONUS MONEY**

**The Township agrees to pay the Bonus Money listed on the schedule and in the titles below, on the first pay of November in each year of the contract for 2005, 2006, 2007 for all Classified, Unclassified and Substitute Guards hired prior to January 1, 2002.**

**Substitute Guards hired prior to 1/1/02 shall receive said bonus as long as they have at least one (1) continuous year of service with the Township and must have been hired prior to 1/1/02.**

**Substitute Guards hired after 1/1/02 shall not be eligible for the bonus.**

**Full time Guards who become sub guards after 1/1/05 shall not be eligible for the bonus.**

**Sub Guards who were hired prior to 1/1/02 and become full time after 1/1/05 or thereafter shall receive the bonus.**

**Classified and Unclassified Guards Hired Prior to January 1, 2002:**

<b>2005</b>	<b>2006</b>	<b>2007</b>
<b>\$650.00</b>	<b>\$650.00</b>	<b>\$650.00</b>

**Substitute Guards Hired Prior to January 1, 2002:**

<b>2005</b>	<b>2006</b>	<b>2007</b>
<b>\$425.00</b>	<b>\$425.00</b>	<b>\$425.00</b>

## **ARTICLE XX TERMINATION**

**A. This agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and Township Clerk to execute the agreement and shall remain in full force and effect until the 31<sup>st</sup> day of December 2007 when it shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing, sixty (60) days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.**

**B. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.**

**C. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.**

**D. Notice of re-negotiations for this contract shall be specific as to which topics and subjects and the entire contract need not be re-negotiated if one or more specific items are to be negotiated.**



**ARTICLE XXI - SEVERABILITY AND SAVINGS**

**If any provision of this agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction, to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.**

**Upon request of either party, the parties agree to meet and re-negotiate any provisions so affected.**



**ARTICLE XXII FULLY BARGAINED PROVISIONS**

**This agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this agreement will be interpreted according to the intent of the parties.**


**COMMUNICATIONS WORKERS  
OF AMERICA**


**TOWNSHIP OF EDGEWATER PARK**

  
\_\_\_\_\_  
**CARLA KATZ, PRESIDENT**

  
\_\_\_\_\_  
**MAYOR RICHARD TUCKER**

  
\_\_\_\_\_  
**RUTH L. BARRETT INTERNATIONAL  
REPRESENTATIVE**

  
\_\_\_\_\_  
**LINDA DOUGHERTY TOWNSHIP  
ADMINISTRATOR/TOWNSHIP CLERK**

  
\_\_\_\_\_  
**FLORENCE MCNAMARA  
STAFF REPRESENTATIVE**

  
\_\_\_\_\_  
**ROBERT BRIAN  
DIRECTOR OF PUBLIC SAFETY**

  
\_\_\_\_\_  
**JEAN ANN WONDERLIN  
NEGOTIATOR**

  
\_\_\_\_\_  
**BARBARA ALBANO  
NEGOTIATOR**