

CONTRACT
BETWEEN
TOWNSHIP OF MOUNT HOLLY
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
AND LOCAL 1036
CROSSING GUARD UNIT

JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

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ARTICLE I - RECOGNITION

The Employer recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent for all employees employed by the Township of Mount Holly in the Crossing Guard Unit for the purposes of negotiating the terms and conditions of their employment. Managerial Executives and Confidential Employees, within the meaning of N.J.S.A 34:13A-3 et seq. are excluded from this Agreement, as well as other Township Employees and those listed in other CWA bargaining units.

Part Time/Substitute Guards are included in the recognition above however, their benefits under this agreement are limited only to the Contract Article(s) that are identified as a benefit that applies to Part Time/Substitute Guards.

ARTICLE II - MANAGERIAL RIGHTS

CWA Local 1036, Representatives for the Mount Holly Township Crossing Guards, including Part Time/Substitute 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 1036, Representatives for the Mount Holly Township Crossing Guards and Part Time/Substitute Guards, has the right under this Agreement, as a Union, to address any problems through the following grievance procedure. All calendar days referred to in the grievance procedure exclude Saturday, Sunday and Holidays.

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 an employee 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 an employee of the unit. All grievances including discipline shall be processed through the grievance procedure including Step 3 Arbitration.

2. Grievants: Grievances may be filed by an employee and the Union, 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 and the Union shall invoke the grievance procedure within Ten (10) calendar days after occurrence of the event complained of.

STEP 1:

a. The grievant along with the Union Shop Steward and/or Union Staff Representative must first discuss the grievance with his/her immediate supervisor. Said discussion must take place within ten (10) calendar days after the occurrence of the event complained of. If no resolution, or a negative response results from the meeting with the immediate supervisor the grievant and Union shall set forth his/her grievance in writing, on the designated grievance form, 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, or upon receipt of a negative response or no response. The immediate supervisor must communicate his written decision to the grievant and the Union within fifteen (15) calendar days after receiving the written grievance. In the event that the immediate supervisor does not respond to the grievance during the initial discussion or does not respond to the written grievance at the end of the time frame described above, said grievance shall automatically move to the next step in the grievance procedure.

STEP 2:

a. The grievant, along with the Union, within fifteen (15) calendar days after receipt of the written decision, negative response or no response from the immediate supervisor, may appeal the decision, negative response or no response 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 decision, negative response or no response, 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 to the grievant and the Union, stating findings and a decision.

b. A negative decision, or no decision from the Township Manager, or designee within the time frame described in Step 2 shall move the grievance to Arbitration.

c. Failure of the grievant, Union or the Employer to meet any of the time stipulations of this Grievance Procedure will result in the grievance automatically moving to the next step in the grievance procedure. The Union and the Employer may mutually agree to extend the time frames due to circumstances beyond their control. Requests to extend the time frames should be received prior to the stipulated time limit.

d. All grievances shall be filed at Step 1 except for a grievance involving alleged acts of harassment by or against the immediate supervisor designated to schedule, hear and decide grievances, and the alleged act of harassment grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

STEP 3: BINDING ARBITRATION:

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, including no response, 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.

1. 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.

2. Disciplinary Matters: the negotiated grievance procedure shall be used for disciplinary actions and shall be processed through the grievance procedure beginning at Step 1 and continuing through and including Step 3 Binding Arbitration.

3. Shop Stewards shall suffer no loss in pay while investigating grievances.

4. Discipline: General Rules:

a. Discipline and discharge shall only be for just cause.

b. Discipline shall be progressive in nature and corrective in intent.

c. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his/her service with the Employer.

d. Grievances of Termination and/or minor disciplinary actions, (five (5) days suspensions or less) shall be filed directly at Step 1 of the grievance Procedure.

e. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.

f. Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday and the employee shall not suffer the holiday pay loss for being on suspension the day before and or the day after the holiday.

g. Employees may and with the approval of the Employer be permitted to forfeit paid vacation time in lieu of serving suspensions.

h. The Employer agrees to provide the Union with at least five (5) business days notice of a hearing. All charges shall be submitted within forty-five (45) days, (excluding Saturdays, Sundays and Holidays) of when the charging Supervisor knew or should have known of the violation.

i. The Employer agrees that if a Shop Steward or Union Staff Representative is not available, they shall permit a Union Shop Steward from another CWA Represented Unit to represent the employee.

j. An Employee shall be compensated at their regular hourly rate for any disciplinary hearings that are scheduled during their shift.

k. Shop Stewards shall suffer no loss in pay while representing the employee, this shall include time spent caucusing as well as time spent in investigation of the disciplinary matter in which the employee is charged.

ARTICLE IV - HOLIDAYS

All employees excluding part time substitute guards (see below) 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)

Working Holiday:

In the event that an employee works any holiday listed above they shall be paid one and one half times their straight time rate for all hours worked on the holiday. If the holiday is also a Special Event Pay Day as listed in Article X – Special Services and the guard works the special event holiday they shall receive the pay listed in Article X.

Part time substitute guards shall be paid at their regular rate if they were scheduled to work any holiday listed above. If the holiday is also a Special Event Pay Day as listed in Article X – Special Services, the part time substitute guard who was scheduled to work the special event holiday shall receive the pay as listed in Article X.

Snow Day Event:

All employees including part time substitute guards who were scheduled to work on that day, shall be paid the full day's pay when weather conditions cause schools to close early and the employee suffers a loss in their regular work hours for that day. In the event the school closure increase the regular work hours, the employee shall be paid their regular hourly rate for all hours worked.

ARTICLE V - PERSONAL DAYS

All employees, except part time substitute guards shall be entitled to three (3) paid personal days in each year of the contract which may be used for personal use. Requests to use a Personal day must be made to the Supervisor and Training Coordinator at least twenty-Four hours prior the usage, unless in the case of an emergency, notice must be at least one hour before the start of the shift. An Emergency notice that occurs with less than one hour before the start of the shift will be considered depending on the circumstances.

All employees, except part time substitute guards, shall be entitled to two (2) additional paid Personal days in each calendar year, which shall only be used when school is closed for the day due to weather related emergencies

Personal days can be used in one half (1/2) day increments and can not be used in hourly increments.

Personal days can not be carried over from year to year.

Personal days are provided on January 1 of each year in advance of usage.

Upon request and approval of the Supervisor an employee may substitute paid personal days for bereavement leave.

ARTICLE VI - UNIFORM ALLOWANCE

The Township shall issue, within 90 days of hire for a new employee, excluding part time substitute guards, 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 Short Sleeve T Shirts
- 1 Winter Cap
- 1 Winter/Spring - Coat/Jacket with removal hood and removal insert
- 1 Rain Coat
- 1 Stop Sign
- 1 Vest

1 Identification Tag - Any new hire guard will be issued the ID Tag within three (3) business days, and must be returned to the employer upon any separation or it shall be the employee's financial responsibility for the replacement of the Tag. The Township shall hold the final pay until all items are returned.

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).

Pants and shirts are the acceptable dress code to be worn by crossing guards in the performance of their duty. Such items must be dark blue or black in color and are not paid for or supplied by the Township.

The above list of uniforms shall be issued to any current guard, excluding part time substitute guards 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, they shall maintain the care as per the washing instructions of the clothing, 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 immediately, or they shall be responsible to pay for the replacements. The Township shall hold their final pay until all items are returned. Any guard who intends to leave the service of the Township must provide the Township with their reason for separation, such reason must be in writing, dated and signed by the employee prior to leaving.

Part Time Substitute Guards:

Upon hire part time substitute guards shall receive the following:

- 1-Identification Tag
- Safety Equipment
- 1 Stop Sign
- 1 Vest

Such items shall be replaced by the Township when they are in disrepair.

SHOE AND/OR BOOT REIMBURSEMENT:

All Guards, excluding part time substitute guards, shall be reimbursed for shoe and boots covering the replacement or maintenance of shoes or boots each year. The boot and shoe reimbursement shall not be less than \$50.00 (fifty dollars per year) per guard. Shoe and Boot items must be waterproof, have proper support and be comfortable to wear and must be dark in color.

TRAINING:

New Hire Training: All new hires, including part time substitute guards shall receive a minimum of twenty (20) hours of on the job training by the Training Attendance Coordinator. Such training will include flashing lights and traffic lights first and then trained on each individual corner so they become familiar with traffic patterns as well as the children and pedestrian traffic. They shall be paid at the entry level hiring rate for all hours of training.

Yearly Training: Each year all guards including part time substitute guards shall receive training through the police department or an agent that the Chief of Police designates. Such training is considered "class room" training and covers a one to two hour period. Class room training may be held at a facility other than the Township building. Such training is mandatory each year. Each Guard shall be paid for all time spent in class room training and is paid at their current hourly rate. Class room training may cover a variety of issues as well as new regulations, health and safety issues, rules and regulations and assignments.

Training/Attendance Coordinator:

A Training/Attendance Coordinator will be appointed by the Chief of Police. The Coordinator must have at least five (5) years experience as a full time guard or at least seven (7) years experience as a part time substitute Guard.

The Training/Attendance Coordinator shall work in conjunction with the Chief of Police or his designee and shall be responsible for:

- a) Coordinating and Training all new hires.
- b) Uniforms – provide a yearly report each September for any uniform needs. Distribute new uniforms or replacements for returned items including Boot and shoe needs.
- c) Equipment- Safety Vest, Stop Sign and ID tags – provide notification to the Chief of Police for any equipment needs for ordering. Distribute equipment items upon receipt from the police department.
- d) Attendance Coordination – The Coordinator shall be available at all times to take all phone calls from crossing guards. The Coordinator shall provide their personal home phone number or their cell phone number to all guards. The Coordinator shall provide coverage for posts unattended due to call outs from guards. The Coordinator will have the ability to assign a Guard to a location different than their regular post when a call out occurs and coverage is needed in another location that has high volume pedestrian and/or vehicle traffic and/or there is a safety issue. If the Coordinator is unable to make the assignment due to workforce shortages, the Coordinator shall immediately notify Central and the Police Department of the shortage.
All call outs from crossing guards must be made to the Coordinator. If due to an emergency they are unable to reach the Coordinator they must call Central and the Police Department immediately. The Call out must be made prior to the start of their regular post time. Emergency situations will be considered by the Employer.

- e) The Training/Attendance Coordinator shall be responsible for notification to all guards for attendance at mandatory and/or training meetings as well as any meeting requested by the Supervisor or Chief of Police or his designee. The Coordinator shall keep of log of all calls made and the confirmation from the Guard to attending such meetings.
- f) The Training/Attendance Coordinator shall be responsible to maintain the seniority list for all guards and the assignment of providing coverage for all special event/special duties work.
- g) The Training/Attendance Coordinator shall work in conjunction with the Board of Education and advise the Chief of Police or his designee with any special events that a School is sponsoring that will require the needs of Township Guards. The Coordinator must have approval from the Chief of Police or his designee prior to assigning the work, by seniority to the guards.
- h) The Training/Attendance Coordinator shall work in conjunction with the Police Department for all special Township events that guards are needed for. Upon approval from the Chief of Police or his designee for the hours needed the Coordinator shall assign the work by seniority to the guards.
- i) The Training/Attendance Coordinator, along with the Union Shop Steward shall be the representatives for all health and safety issues and shall serve with the Steward as the liaison to the Township for such matters.
- j) On the first pay period of June of each contract year the Training/Attendance Coordinator shall receive a lump sum payment for attending to the training, uniforms, equipment, call outs, assignments, coverage and attendance of all employees as follows:

- 2013 – None
- 2014 - \$850.00 (eight hundred and fifty dollars)
- 2015 - \$950.00 (nine hundred and fifty dollars)
- 2016 - \$1,050.00 (one thousand fifty dollars)
- 2017 - \$1,150.00 (one thousand one hundred and fifty dollars)

ARTICLE VII - SICK LEAVE/BEREAVEMENT LEAVE

All employees, except part time substitute guards, shall receive four (4) paid sick days per year and may carry over one (1) years sick leave (four (4) days) to the following year. Only carried over sick days must be used before the end of the year in which they were carried over in or be forfeited.

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

Sick days are provided on January 1 of each year in advance of usage.

BEREAVEMENT LEAVE:

All guards, except part time substitute guards shall receive two (2) bereavement leave days with pay in addition to the above four (4) paid sick days.

Bereavement leave can be used for employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. For good cause the definition of immediate family may be expanded upon approval of the Chief of Police or his designee.

ARTICLE VIII - VACATION LEAVE

New Hires Full Time: shall receive one (1) paid vacation day per month for each month employed during the school year up until the end of the calendar year in which they were hired for a total of up to nine (9) paid vacation days. They shall not receive more than nine (9) vacation days in a calendar year. On January 1 of the next they shall receive nine (9) paid vacation days up front each year.

All other guards, excluding part time substitute guards, shall receive nine (9) paid vacation days on 1/1 of each calendar year.

Vacation days may be used in conjunction with Christmas or Easter Recess or scheduled with the Training/Attendance Coordinator for use during the calendar year.

Upon request and approval of the Supervisor an employee may substitute paid vacation time for bereavement leave.

Upon separation of employment in good standing, guards shall be paid for all unused vacation at the rate of 100% for each unused vacation day. Should the guard separate prior to the end of the calendar year all time will be pro-rated.

ARTICLE IX - SALARY AND WAGES

Effective and retroactive to 1/1/13 all Crossing Guards shall receive the following hourly increases listed below in accordance with the salary scale below. Employees move in steps A through D each January and new hires begin in step "A" and remain in step A until the end of the calendar year in which they were hired. On January 1 of the next year they move to step B rate, moving each January until they reach D rate.

Employees shall move through all Steps A to D during negotiations of a successor agreement and including after the expiration of the agreement. They shall receive the next step rate in the salary scale below as outlined in the above paragraph.

All new increased rates that were negotiated in the successor agreement, which has been ratified by both parties shall then apply and the employee(s) shall receive the difference in the increase that was negotiated, which shall be paid retroactively to Jan 1. If the employee was also moving in to the next step they shall also receive the difference in the increase that has been negotiated for the next step, which shall be retroactive to Jan 1.

The 2012 rates were: A-\$13.60 B-\$14.10 C-\$14.60 D-\$15.10

Increases:	<u>2013</u> .15 cents per hour	<u>2014</u> .25 cents per hour	<u>2015</u> .35 cents per hour	<u>2016</u> .40 cents per hour	<u>2017</u> .50 cents per hour
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<u>2013</u>	<u>A</u> \$13.75	<u>B</u> \$14.25	<u>C</u> \$14.75	<u>D</u> \$15.25
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<u>2014</u>	<u>A</u> \$14.00	<u>B</u> \$14.50	<u>C</u> \$15.00	<u>D</u> \$15.50
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<u>2015</u>	<u>A</u> \$14.35	<u>B</u> \$14.85	<u>C</u> \$15.35	<u>D</u> \$15.85
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<u>2016</u>	<u>A</u> \$14.75	<u>B</u> \$15.25	<u>C</u> \$15.75	<u>D</u> \$16.25
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<u>2017</u>	<u>A</u> \$15.25	<u>B</u> \$15.75	<u>C</u> \$16.25	<u>D</u> \$16.75
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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. Part time substitute guards must be scheduled to work to receive this benefit.

Special services/special events are assigned by seniority with the most senior guard being offered the work first and continuing until all the work is assigned. The Training/Attendance Coordinator shall maintain one (1) special services/special event list that covers all events and shall rotate guards by seniority for special service/special events offered. A refusal by a Guard to work a special service/special event shall have their name moved to the bottom of the list for that event and they will not be offered work again until the list has been exhausted.

The Training/Attendance Coordinator shall maintain the call list for all special events. In the event the Coordinator had to leave a phone message for the event, the Guard must respond within two (2) hours to the Coordinator if they want to work the event. The Coordinator will move to the next most senior person on the list if they have not heard from the Guard within the two hour period and the guards name will move to the bottom of the list.

Any guard who does not want to work special services/special events must provide the Coordinator with a written letter indicating that they do not want to be placed on the seniority list and called for event work. If the guard decides to revoke their letter they must do so in writing requesting that they be placed back on the list. The Coordinator will then place the guard in the proper seniority on the list.

Special Event Pay on a Holiday – if a special event occurs on a day that is designated as a Holiday as outlined in Article IV Holidays, they shall be paid a minimum of two hours (2) pay at the overtime rate of one and one half times their regular hourly rate and if the event is for more than two (2) hours they shall be paid the overtime rate of one and one half times their regular hourly rate for all hours worked over the minimum of the two (2) hours. Part time substitute guards must be scheduled to work to receive this benefit.

ARTICLE XI - SENIORITY/LAYOFF-RECALL

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 Full Time 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. Part time substitute guards may have the opportunity for the new opening or vacant opening only after all full time guards have had the opportunity to accept the position and declined the position.

LAYOFF:

The Employer shall notify the Union when they are considering layoff of any guard. Such notice shall not be less than sixty days (60) days of the actual layoff date.

The Union and the Employer shall meet and discuss alternatives to the layoff, such meeting must take place within fifteen (15) days of the notification that the Employer is considering layoff's.

If a layoff is being implemented all guards will receive not less than a forty-five (45) day notice of the intent of layoff indicating the layoff will occur on the forty-sixth (46) day.

All part time/substitute guards shall be laid off first prior any full time guard being laid off. A seniority list will be used with the least senior part time/substitute guard being laid off first and continuing until the most senior part time substitute guards are laid off.

Full Time Guards:

Using the seniority list, the least senior employee shall be the first to be separated from the service of the Township, and continuing with the seniority list in that order until all positions seeking to be removed have been completed.

RE-CALL:

Using the same seniority list as described above, the last senior employee removed shall be the first to be recalled back to work, from the full time guard seniority list. Once all full time guards have been recalled the Employer will move to the part time/substitute list bringing back the last senior part time/substitute guard first and continuing with the part time seniority list until all positions needed have been filled.

ARTICLE XII - PERSONNEL FILE

All material in the personnel folder of a Crossing Guard, including part time substitute guards, during the Guards utilization of the grievance procedure will be removed there from 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 and may have copies of any documents in their Personnel file at no charge to the Guard. The Union Representative may review and have copies of the employee(s) Personnel File upon request to the Employer and written release from the employee at no cost to the Union.

Each individual Guard shall have the right to respond to any item placed in their Personnel file.

The Employer shall place their responses in the employee's personnel file and acknowledge such responses have been placed in the personnel file.

The Employer will provide a copy of the document being placed in their Personnel file to the employee for their review. Their signature is not required for the document copy.

The Guard may, upon request, have detrimental correspondence or reports removed from the Personnel file and returned to the Guard based upon the following schedule:

1. Uninvestigated Citizens letter – 3 months
2. Official letter of Reprimand – 12 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, excluding part time substitute guards, who are summoned for service as Jurors will be excused with pay 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 based on the time frame below.

Guards will notify the Training/Attendance Coordinator and the Employer of any Jury duty notice so coverage can be scheduled.

Guards will notify the Training Coordinator immediately upon their release of Jury Duty or within fifteen (15) minutes of their release that they are able to return to work for the next shift, however, if the next shift is within thirty (30) minutes or less the Guard shall not be required to work the shift and will be paid for the loss of the shift at their regular rate. The alternate guard assigned for that shift will cover the shift.

If there is more than a forty five (45) minute notice when a guard is released from Jury Duty, the guard will return to work their regular shift and the alternate guard will be notified by the Training/Attendance Coordinator that they are being released and will not work the shift nor will they receive pay for not working the shift.

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. This Article also applies to part time substitute guards.

ARTICLE XV - EQUAL TREATMENT/NON DISCRIMINATION

The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

This Article also applies to part time substitute guards.

ARTICLE XVI - PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) AND
RETIREMENT

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.

Retirement:

Any Crossing Guard, except part time substitute guards, who retires from the Township of Mt Holly with twenty (20) or more years of service shall receive the following:

- 1) All sick time paid at 100% of the amount of days unused and left on the log at the time of retirement up to one thousand dollars (\$1,000.00). Such time will be prorated if retiring prior to the end of the year.
- 2) All Holidays in Article IV, paid at the rate of 100% for the year in which they retire. Such time will be prorated if retiring prior to the end of the year.
- 3) All Personal Days in Article V paid at the rate of 100% for the year in which they retire. Such time will be prorated if retiring prior to the end of the year.
- 4) All vacation time paid at the rate of 100% for all days unused and left on the log at the time of retirement. Such time will be prorated if retiring prior to the end of the year.
- 5) Employees must notify the Employer within sixty (60) days of the date in which they are planning on retiring. In an emergency the time frame may be waived by the Employer.

ARTICLE XVII - UNION DUES/AGENCY FEE

The Township agrees to deduct twice monthly from the base salary of each employee, including part time substitute guards 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 1036, 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, including part time substitute Guards, 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 two (2) days off with pay, per year, for Union business. These days are non-cumulative.

ARTICLE XIX - HEALTH AND SAFETY
WORKER'S COMPENSATION/WORK INJURY

The Union Shop Steward and the Training/Attendance Coordinator shall be the representatives to serve on the Health and Safety Committee and serve as the liaison for all health and safety issues.

Employees shall immediately notify their immediate Supervisor and Chief of Police of any health and safety issue as well as the Union Shop Steward and Training/Attendance Coordinator.

The Union and the Employer shall meet on an as needed basis to address all health and safety issues as well as make recommendations concerning health and safety for the guards.

Workers' Compensation/Work Injury:

When an employee is injured on duty on their post they shall notify the Chief of Police or his designee immediately so that a departmental report is prepared. The Union Shop Steward and Training/Attendance Coordinator shall also be notified. The employee and the Chief of Police or designee shall prepare an accident report. The employee will be placed on a leave of absence with pay.

If it is determined that the injury is work related, the employee shall then be entitled to Worker's Compensation.

Employee's on Worker's compensation shall receive their full pay until they are eligible to return to duty.

All paid time under this agreement shall continue to accrue to the employee's benefit during a leave of absence for an injury while an employee is on worker's compensation. Employees shall not suffer any loss in seniority while on worker's compensation.

ARTICLE XX - LEAVE OF ABSENCE WITHOUT PAY

A. Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a crossing guard, excluding part time substitute guards, for a period not exceeding one (1) year at any one time. Upon return the employee will be reinstated to their former position and pay rate.

B. Any Guard, including part time substitute guards, who leaves the service of the Township must provide the Township with a written letter, signed and dated with the reason for the separation prior to leaving the employment of the Township.

ARTICLE XXI - HOURS OF WORK

The hours of work for Crossing Guards, including part time substitute guards, shall be assigned by the Employer in conjunction with the Board of Education.

The Union shall be notified for any change in work hours and if the change in hours causes a reduction in the current daily hours, the Employer and the Union shall immediately meet to negotiate the change.

Upon reaching an agreement, any pay increases shall be retroactive.

PAYCHECK STUBS:

Employee paycheck stubs shall include the employee(s) current hourly rate. The employee(s) available paid vacation, sick, personal and holiday time shall be listed on the paycheck stub beginning each January.

Upon usage of such paid time the employee(s) paycheck stub shall include the balances available after each deduction throughout the year.

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, 2013 through December 31, 2017 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.

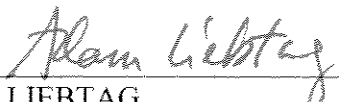
ARTICLE XXIII - FULLY BARGAINED PROVISIONS

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.

ARTICLE XXIV – SIGNATURE SHEET

IN WITNESS WHEREOF, this Agreement has been executed as of the 2nd day
of September, 2014

FOR THE UNION
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO


ADAM LIEBTAG
PRESIDENT CWA LOCAL 1036


ANTHONY TALLARICO
ASSISTANT TO THE PRESIDENT


FLORENCE MC NAMARA
STAFF REPRESENTATIVE


ROSALIND MONK, SHOP STEWARD
UNION NEGOTIATION COMMITTEE
MEMBER


ELAINE WALLER
CWA NATIONAL REPRESENTATIVE

FOR THE
TOWNSHIP OF MOUNT HOLLY


RICHARD DIFOLCO, MAYOR


ERIC BERRY, TOWNSHIP MANAGER


STEVEN E. MARTIN
CHIEF OF POLICE

ATTACHMENT "A"
GRIEVANCE FORM

CWA LOCAL 1036
26 HIGH STREET
MOUNT HOLLY N.J. 08060
MOUNT HOLLY TOWNSHIP UNIT

GRIEVANCE FORM

NAME OF GRIEVANT: _____ STEWARD: _____

ADDRESS: _____ DEPT: _____

GRIEVANT SIGN: _____

HOME PHONE: _____

WORK PHONE: _____

DESCRIBE GRIEVANCE: _____

DATE GRIEVANCE OCCURRED: _____

CONTRACT ARTICLE(S) VIOLATED: _____

AND ANY AND OTHERS THAT MAY APPLY.

REMEDY SOUGHT: _____

DATE GRIEVANCE ORALLY PRESENTED TO SUPERVISOR: _____

DATE GRIEVANCE WAS PRESENTED IN WRITING TO SUPERVISOR: _____

DATE GRIEVANCE WAS HEARD BY SUPERVISOR: _____

SUPERVISORS DECISION: _____

SUPERVISORS SIGNATURE: _____

ATTACHMENT "B"
SENIORITY LIST

<u>NAME</u>	<u>DATE OF HIRE</u>
Rosalind Monk	September 5, 1984
Oliver Cannon	September 23, 2003
Clifton Byrdsong	October 1, 2007
Barbara Coleman	October 14, 2008
Mary Dickerson	November 30, 2009
Raymond Muchler	May 22, 2012
William Rogers, Jr.	May 16, 2012
Nancy Hinton-Rogers	February 22, 2013
Rosely Domingoes	November 14, 2013
Robyn Lazzarotti	August 20, 2013
John Lazzarotti	October 7, 2013
Adonna Olszewski	February 19, 2014