

COLLECTIVELY BARGAINED AGREEMENT

BETWEEN

CITY OF BURLINGTON

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

LOCAL 1036

REPRESENTATIVES FOR

BURLINGTON CITY SCHOOL TRAFFIC GUARDS

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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PREAMBLE

In order to comply with and effectuate the provision of Chapter 303 of the Public laws of 1968 for the State of New Jersey, as amended by Chapter 123 of the Public Laws of 1974, This Successor Agreement is made and executed on this _____ day of _____ 2024, by and between the City of Burlington, County of Burlington, State of New Jersey (hereinafter referred to as “the City” and the Burlington City School Traffic Guards (hereinafter referred to as the “STG”), Communications Workers of America, AFL-CIO and Local 1036 (hereinafter referred to as the CWA or UNION).

It is the intent and purpose of the parties hereto that this Agreement is the complete agreement covering the rates of pay and the terms and conditions of employment to be observed between the parties hereto.

This Agreement expresses the entire understanding of the parties; and all prior agreements between the parties or the City and any unit employee with respect to the subject matter hereof are hereby canceled and terminated. The violation by either party of any provision of this Agreement shall not render the Agreement inoperative.

ARTICLE I - RECOGNITION

1. The City recognizes the Union as the majority representative for the purpose of representing a unit of the City’s employees hereinafter defined for the purpose of collective negotiations and the processing of grievances concerning mandatory matters for collective negotiations.

2. The Unit represented is a unit comprised of all School Traffic Guard (Title Code #03125) (STG’s) employed by the City.

3. Reference to unit employees of one gender to this Agreement shall apply to both genders.

4. This Agreement covers all periods for which collective negotiations have or could have occurred from January 1, 2022 through December 31, 2025.

ARTICLE II - SAFETY REPORTING PROCEDURE

1. If a STG shall believe that a situation exists that currently is or has the potential in the future to become a dangerous situation to any STG, or any member of the public whose activity the STG is involved with as a result of the STG’s employment, the STG shall file a safety report pursuant to this Article.

2. All safety reports shall be in writing with a copy to the Chief of Police and a copy to the Union.

3. All safety reports shall clearly and concisely state the factual basis for the belief that the situation does or may constitute a dangerous situation.

4. All safety reports shall be filed on the day that the STG becomes aware of the situation but in no event shall the STG delay more than forty eight (48) hours from the time the STG becomes aware of the situation to the filing of the safety report.

5. The Chief of Police, or his designee on his behalf, shall determine what, if any, action or response shall occur upon receipt of such a safety report.

6. The Union shall have the right to request meetings with the Business Administrator, on a reasonable, periodic basis. Requests for such meetings shall be in writing, signed by a duly designated Staff Representative of the CWA, and submitted to the Business Administrator with a copy to the Chief of Police. A request shall include the reasons for the meeting and the items to be discussed. Items to be discussed shall have already been discussed with the Chief of Police. If the Business Administrator requests such attendance, the Chief of Police, and/or his designee, shall have the opportunity to attend and fully participate in any such meetings when they occur.

7. Health and Safety. The City shall take reasonable measures to ensure the safety of each STG. This should include, when practical the removal of snow and ice from post positions and seek to have installed school crossing signs or flashers.

ARTICLE III - GRIEVANCE PROCEDURE

1. The following definitions are set forth for the purpose of explaining the meaning of certain terms utilized in the remainder of this Article.

a. a “grievant” is a STG or STG’s making a claim recognizable under the terms of this Article.

b. A “grievance” is defined to mean a claim by a STG that as to said STG there has been a violation of the Agreement. Discipline or discharge of a STG shall be processed through the grievance procedure.

c. A “Union Representative” means either the President, Staff Representative, and/or Shop Steward of the CWA.

d. A “Day” is defined to mean a working day.

2. The purpose of this procedure is to settle grievances at the lowest possible level.

3. Any STG shall have the right to file a grievance within ten (10) working days after the occurrence or the date in which the grievant should reasonably have known of its occurrence which allegedly resulted in the grievance.

4. The time limitations set forth for proceeding various steps in the grievance procedure hereinafter specified shall be regarded as maximum limits, and every effort shall be made to process all grievances expeditiously. These time limits can be extended by written agreement signed by both parties or by mutual verbal agreement between both the Union and the City.

5. Any grievance hearings are to be held at the end of the work shift.

6. A five (5) day notification must be given to the subject STG and Union Staff Representative for all hearings of disciplinary matters, said STG, and union representative shall notify the employer if they request a hearing to be held on the disciplinary matter. If notification is given, the employer and the union shall mutually agree on a date and time for the matter to be heard.

7. The procedure by which grievances are to be prosecuted is as follows:

a. Step 1 - The STG advancing the alleged grievance, together with the Union Representative shall informally discuss the grievance with the designated unit supervisor, within ten (10) working days after the occurrence of the grievance or the date in which the grievant should reasonably have known of its occurrence.

b. Step 2 - If the Union is not satisfied with the results of the informal discussion with the designated supervisor, within ten (10) working days of that discussion, the Union may file a formal written grievance with the designated unit supervisor. This formal written grievance shall only be on the designated grievance form and shall state the description of the grievance, the contract articles violated, if any, and the remedy sought. The designated unit supervisor shall have ten (10) working days in which to issue a written decision on the grievance, and shall state so on the designated grievance form. Copies of the decision shall be provided to the STG and the Union.

c. Step 3 - If the Union is not satisfied with the decision of the designated unit supervisor or if no such written decision is issued within the time provided, the Union shall have ten (10) working days to file a written appeal to the Chief of Police or his/her designee. Such appeal shall be on the designated grievance form which shall include the decision of the supervisor if a decision was given. The Chief of Police, or his/her designee, shall schedule and hear the grievance within ten (10) working days after receiving it from the Union. Within ten (10) working days after the

hearing, the Chief of Police, or his/her designee, shall render a written decision on the designated grievance form. Copies of the decision shall be provided to the STG and the Union.

d. Step 4 - If the Union is not satisfied with the decision of the Chief of Police then the Union shall have ten (10) working days from the date of the Chief of Police's decision to file a written appeal to the Business Administrator, on the designated grievance form, which shall include the decision by the unit supervisor and the Chief of Police, if any were given. The Business Administrator shall grant a hearing on the grievance and will render a written decision within ten (10) working days of the hearing. Such decision shall be written on the designated grievance form. Copies of the decision shall be provided to the STG and the Union.

e. Step 5 - If the Union is not satisfied with the decision of the Business Administrator then the Union shall, if the Union determines to do so, proceed to file an appeal with the New Jersey State Public Employees Relations Commission. The Union shall have thirty (30) working days to file the appeal to the New Jersey State Public Employee Relations Commission (P.E.R.C.) for the assignment of an Arbitrator. The parties agree to be bound by the rules, regulations and procedures of P.E.R.C. The costs of the Arbitrator are to be borne by both sides (Union and City) 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.

8. Failure of the STG or Union to meet any of the time stipulations of this grievance procedure will result in it being withdrawn, unless time stipulations and/or limits have been mutually agreed to be extended by the Union and the City.

9. Failure of the City to issue a decision at any step of the grievance procedure within the time limits provided, unless time limits and/or stipulations have been mutually agreed to be extended by the Union and the City, will enable the Union to appeal to the next step of the grievance procedure within the time limits provided.

Discipline and Discharge:

Discipline and discharge shall only be for just cause. Discipline shall be progressive and corrective in nature and intent. The parties recognize that STGs are unclassified employee hired for one-year terms with reappointment consistent with Article VI. In the event of a discharge of a STG, said discharge shall be for just cause subject to a hearing consistent with N.J.S.A. 40A-9-154.1.

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

No discipline which results in loss of pay shall be imposed prior to the STG having a hearing unless there is an imminent threat to health and safety, at which time a hearing shall be held immediately upon the serving of the Preliminary Notice of Discipline Action. If there is no imminent threat to health and safety then said hearing must take place within five (5) working days from the date the STG receives the preliminary notice unless both parties agree to extend the five-day period, however the meeting shall take place no later than 20 days from the date the STG received the preliminary notice of discipline action.

Disciplinary actions resulting in a suspension or fine more than five days at one time; or suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year, and/or removal, resignation not in good standing, demotion or termination, shall be processed through the steps of the grievance procedure.

Should a STG receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday.

The Union and the City agree to use the grievance form that is attached hereto and made part of this agreement as attachment "C".

ARTICLE IV - UNCLASSIFIED STG'S

1. The City agrees that it will abide by all applicable New Jersey Statutes and all relevant New Jersey rules and regulations, if any which directly cover any STG.

2. Unclassified STG's are defined as any employee hired after April 1, 1979 as a STG employed with the City of Burlington, who shall receive and have applied, all of the Articles that were negotiated in this Agreement.

3. It is recognized that all of the current STGs were first hired after April 1, 1979, are not permanent employees subject to Classified Civil Service.

ARTICLE V - TARDINESS, LATENESS & EMERGENCY LEAVING OF A POST

The following policy shall be adhered to by all STG's:

1. Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each STG so that the City may meet its commitments to its residents. STG absences place an additional burden on the remaining work force and seriously affect the City's ability to service its residents. Management recognizes that circumstances beyond the STG's control may cause him or her to be absent from work for all or part of a day. The City, however

will not tolerate unexcused absence or tardiness.

All STG's are expected to come to work regularly and on time, and to notify their supervisors when they are unable to do so. Attendance and punctuality will be considered, among other factors, in the STG's performance review.

To ensure that the City enforces its attendance and tardiness policy with uniform consistency, and that the City provides its STG's with progressive discipline and an opportunity for improvement, the City implements the following attendance and tardiness policy:

Definitions:

a. **Unexcused Absence:** STG fails to report for work for the duration of the STG's shift without an excuse approved by the STG's Department Director or the Business Administrator.

b. **Excused Absence:** STG fails to report for work for the duration of the STG's shift with an excuse approved by the STG's Department Director or the Business Administrator.

c. **Unexcused Incident of Tardiness:** STG reports for work after the authorized reporting time without an excuse approved by the STG's Department Director or the Business Administrator.

d. **Excused Incident of Tardiness:** STG reports for work after the authorized reporting time with an excuse approved by the STG's Department Director or the Business Administrator.

e. **Tardy:** Reporting to/back to work less than seven (7) minutes late.

f. **Late:** Reporting to/back to work more than seven (7) minutes late.

2. Department Director will keep attendance and tardiness records for each STG. The Department Director will note the following details on each STG's attendance and tardiness records: report time, if tardy; dates absent; reason for absence or tardiness; whether the absence or tardiness constitutes an excused or unexcused absence or incident of tardiness; whether the STG provided notice; time of notification, if any, whether the STG left work prior to the end of the scheduled work day; and reason for leaving early.

3. PROCEDURE:

Any STG who cannot report to work on time shall call his or her Department Director's designated representative not later than one hour prior to the scheduled starting time of the work

shift from which he or she is tardy.

If a STG reports for duty after the STG's scheduled starting time, the Department Director shall indicate the STG's tardiness in the STG's attendance and tardiness records.

Any STG requesting absence for one (1) or more days shall call his/her Department Director's designated representative on a daily basis to report the nature of the illness. The City may waive this daily requirement upon the certification of a physician in cases of convalescence or hospitalization. In the event the Department Director or his or her representative is temporarily unavailable, STG's must leave a message with the Business Administrator's Office. The message shall include a telephone number where the STG may be reached so that the Department Director's designated representative may verify the reason for the absence.

If a STG will be absent, the STG shall telephone his or her Department Director's designated representative or the Business Administrator's Office if the Department Director's representative is temporarily unavailable, as early as possible, but not later than one hour prior to the scheduled starting time of the work shift from which he or she is absent.

If a STG fails to notify his or her Department Director's designated representative, or the Business Administrator's Office, the City may deny the use of sick leave for the absence and may take disciplinary action.

A STG who is absent for five (5) or more consecutive work days who does not notify the Department Director's designated representative, or the Business Administrator's Office on any of the first five days, will be subject to disciplinary action up to and including discharge.

Whenever any STG accumulates absences on five (5) consecutive workdays, or when absences total five workdays in thirty calendar days, the STG shall provide a physician's certification of health to his or her Department Director's designated representative upon return from illness.

Whenever any STG accumulates one unexcused absence or two (2) unexcused incidents of tardiness in a thirty (30) calendar day period, the Department Director's designated representative will conduct a formal meeting with the STG. The Department Director's designated representative will provide the STG with advance written notice of the time, date and place of the meeting. The advance written notice will also inform the STG that the STG has the right to union representation at the meeting. The Department Director's designated representative will place a copy of the written notice in the STG's personnel file.

After the meeting, the Department Director's designated representative will place written

documentation of an oral reprimand in the STG's personnel file and will provide a copy to the STG. The Department Director's designated representative will give the STG the opportunity to place a written rebuttal to the written documentation of the oral reprimand in his or her personnel file. The STG who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the STG's copy of the written documentation of the oral reprimand.

Whenever any STG accumulates two (2) unexcused absences or four unexcused incidents of tardiness, the Department Director's designated representative will conduct a formal meeting with the STG. The Department Director's designated representative will provide the STG with advance written notice of the time, date and place of the meeting. The advance written notice will also inform the STG that the STG has the right to union representation at the meeting. The Department Director's designated representative will place a copy of the written notice in the STG's personnel file.

After the meeting, the Department Director's designated representative will place a written reprimand in the STG's personnel file and will provide a copy to the STG. The Department Director's designated representative will give the employee the opportunity to place a written rebuttal to the written reprimand in his or her personnel file. The STG who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the STG's copy of the written reprimand.

Whenever any STG accumulates three (3) unexcused absences or six (6) unexcused incidents of tardiness, the Business Administrator or the Business Administrator's representative, and the Department Director's designated representative will conduct a formal meeting with the STG. The Department Director's designated representative will provide the STG with advance written notice the time, date and place of the meeting. The advance written notice will also inform the STG that the STG has the right to union representation at the meeting. The Department Director's designated representative will retain a copy of the written notice in the STG's personnel file.

The Business Administrator or the Business Administrator's designated representative shall determine appropriate disciplinary action, which may include suspension without pay up to and including termination. After the formal meeting, the Department Director's designated representative will place written documentation of the disciplinary action taken in the STG's personnel file and will provide a copy to the STG. The Department Director's designated representative will provide the STG with the opportunity to place a written rebuttal to the written documentation of disciplinary action in his or her personnel file. The STG who chooses to attach a written rebuttal shall respond within seven (7) calendar days after receiving the STG's copy of the written documentation of the disciplinary action taken.

In the event the STG accrues any additional unexcused absences or unexcused incidents of tardiness, the Business Administrator or the Business Administrator's designated representative may take additional disciplinary action against the STG, up to and including discharge.

If a STG has questions about this attendance and tardiness policy, the STG should contact the Business Administrator, and/or his Union Representative.

EMERGENCY LEAVING OF A POST:

As has been the past practice, any STG who due to an emergency must leave their post, shall do so, if in need, only when they are knowledgeable that there are no other children that would be coming or going to school during the time they would need to leave. If they have to leave for a period of 15 (fifteen) minutes or more they shall notify the dispatcher they have to leave. If they have such an emergency that they must leave on an immediate basis they must notify the dispatcher immediately prior to leaving, they shall also advise the dispatcher of any children that they have knowledge would be coming or going by their designated post. The STG must identify on their work hour weekly form that they were off their designated post for an emergency only if that emergency was for longer than fifteen (15) minutes.

ARTICLE VI - EMPLOYMENT STATUS

1. It is recognized that prior to January 1, 1997, all STG's were re-employed with an application process on an annual basis except those STGs who were hired prior to April 1, 1979. It is recognized that none of the current STGs were hired prior to April 1, 1979.

2. It is recognized that effective January 1, 1997 all STG's who had been hired on an annual basis are not required to re-submit an application to be rehired on an annual basis, and shall be re-hired each year based upon the continued eligibility and ability to perform the essential functions of the title.

3. STG is a title recognized by civil service as an unclassified position and that STGs are hired to a term, which is limited by applicable law to a one-year term of employment. STGs shall be entitled to the grievance procedure of this Agreement.

4. The City shall have the ability to request a physical during the annual application process or during the year if it has reasonable grounds to question a STG's ability to perform the essential function of the job and to determine ability to fulfill essential functions of the job in accordance with the law of the State of New Jersey.

5. A STG seeking reappointment to a successive one-year term will be required annually certify

to the Employer that: (a) the STG still meets all the statutory requirements for reappointment; (b) the STG is able to perform the essential functions of the job; and (c) (i) that there has been no significant change to the information provided in his/her prior application, including a certification that the member has not been convicted of a crime or found guilty of a quasi-criminal (Municipal Court) charges relating to a charge of assault, battery, child abuse or child endangerment, domestic violence, or any crime involving dishonesty or fraud; or (ii) if there has been a change in any of the application information (such as a change of address) the STG shall provide updated information in writing.

ARTICLE VII - CHIEF STG AND FIELD TRAINING GUARD STIPENDS

A. The City of Burlington will allocate a stipend for the position of Chief STG. Volunteers will be solicited, and the position of Chief STG will then be appointed by the Chief of Police in his or her discretion. This Chief STG would be a liaison between the City, Chief of Police and other STG’s as to communication changes.

2022	\$32.50 per week
2023	\$32.50 per week
2024	\$34.00 per week
2025	\$34.50 per week

B. The City will further allocate a stipend for the position of Field Training Guard. This stipend will be in the amount of \$300.00, paid annually at the end of the school year, beginning with the 2023-2024 school year, for any Guard who is designated and conducts training as a Field Training Guard.

Volunteers will be solicited, and the position of Field Training Guard will then be designated by the Chief of Police, in his or her sole discretion.

ARTICLE VIII - SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY/PHYSICALS

The City and the Union have agreed upon a substance abuse, drug and alcohol policy and physicals for all STG’s. The details of this policy have been attached hereto and made part of this agreement as Attachment “D”.

ARTICLE IX - WORKER’S COMPENSATION/DISABILITY

The City provides worker’s compensation insurance as required by law for all STG’s. The City reserves its right to designate providers of medical care involving worker’s compensation claims.

Compensation for time lost from the job due to an on-the-job-related illness will be handled as follows:

STG's will receive normal salary/wages from the City less normal payroll deductions of taxes.

STG's will receive compensation check(s) directly from the insurance company.

The City will deduct the worker's compensation payment(s) from the STG's normal salary/wages as a special deduction.

STG's worker's compensation payments will not be reported as income on the STG's W-2 form at the end of the year.

If an STG is unable to work because of an on-the-job-injury or job-related illness, the STG will receive his/her normal salary while out on leave for up to one year.

Continuation of benefits while on worker's compensation will be in accordance with New Jersey Division of Pensions for items regarding the STG's insurance and pension. All other benefits listed in this agreement shall be paid to the STG at the time they would be due.

DISABILITY: The City participates in a private Disability Insurance Plan, currently through Hartford Insurance. Under the terms of this policy, all STG's are eligible for benefits based upon the coverage provided in this plan. The City shall comply with all rules and regulations that govern its privately insured Disability Plan.

ARTICLE X - PERSONNEL FILE

A. All STG's shall have the right to see all documents in their personnel file.

B. A STG's shall be permitted to have a copy of any documents in his/her file. If the file being copied is more than fifty (50) pages a fee, in the amount of the prevailing State Statute shall be applied, unless waived by the Business Administrator.

C. STG's shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the STG's shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the STG's review of the document. The STG shall be given the opportunity to indicate they have read and accepted or rejected the contents of the document. Upon written release from a STG's, a Union Representative may see and copy documents in the STG's file.

D. STG's shall have the right to respond in writing to anything placed in their file.

E. STG's may request of the Head of the Department that any form of discipline contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature.

F. STG's must give a twenty-four (24) hour notification to the Employer for access to their personnel file.

ARTICLE XI - LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to a Labor/Management Committee composed of two STG's from the Union and two from the Employer. The Committee will meet on an as needed basis and forward any reports in writing to the Administrator or the designee for any work-related issue that does not involve health and safety. This Committee shall in no way prevent any STG from filing a grievance regarding any working condition that they believe is not in accordance with this agreement. The Administrator or the designee, after reviewing the report shall make any necessary recommendations to correct the problem.

ARTICLE XII - MANAGEMENT RIGHTS

1. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes, rules, regulations and Constitution of the States of New Jersey and of the United States, and including ordinances of the City of Burlington, including but without limiting the generality of the foregoing, the following rights:

a. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees.

b. To hire all employees subject to the provision of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

c. To suspend, demote, discharge or take other disciplinary action, for just cause only and subject to any applicable rules and regulations of Civil Service that would apply.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, ordinances and practices in furtherance thereof and the

use of judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and express written terms of this Agreement.

3. When there is a conflict between the foregoing provisions, New Jersey Statutes, New Jersey Administrative rules and/or regulations, or other express written provisions of the Agreement, the following order of precedence shall control:

- a) New Jersey Statutes
- b) New Jersey Administrative Rules and/or Regulations
- c) Express written provisions of the Agreement
- d) City of Burlington Personnel Policies and Procedures

ARTICLE XIII - RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE

A. Designated STG's of the representatives shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the City. It is understood that all representative activity of whatever kind or nature shall take place only within the parameters of pre-arranged schedules and at the locations listed therein mutually agreed to by the Representative and the City.

B. The Union shall be granted up to five (5) paid and five (5) unpaid days for the exclusive use of the Union to train its Shop Stewards.

C. The Union will have the right to provide the City with notices for the STG's that will be placed in each STG's paycheck when they are given out by the employer.

D. The President, or other authorized Representative, will have access to the premises under the jurisdiction of the City and its offices during working hours provided such access does not interfere with the orderly operations of the City. Said Representative will notify the appropriate City official of his/her presence in advance.

E. Upon reasonable notice and approval of the appropriate City official, the Union may hold meetings on City premises however such meetings shall not take place during the STG's scheduled work time.

F. The Union may distribute literature to STG's of the bargaining unit on City premises so long as it is not disruptive to the City and it is Union literature for Union business.

G. The Employer will ensure that any STG who is called in for an investigative meeting which

could result in discipline shall have a union representative present unless said STG refuses union representation. Such refusal must be in writing with a copy to the Union and a copy to the Employer. No meeting shall take place without the STG's decision to be represented or not represented.

H. The Employer recognizes seniority for all STG's as being from the 1st day of hire, and shall apply seniority in the proper form for such items as, but not limited to, vacation requests, overtime etc., however, seniority does not accrue during a leave of absence.

ARTICLE XIV UNION DUES

A. The City agrees to deduct dues from the base pay on a bi-weekly basis of each STG who furnishes a written authorization for such deduction in a form acceptable to the City, the amount of bi-weekly dues. Dues shall be per month on such amount as may be certified by the Communications Workers of America to the City at least thirty (30) days prior to the month in which the deduction of the union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the City to the Communications Workers of America Local 1036, AFL-CIO c/o Secretary-Treasurer, 1 Lower Ferry Road, W. Trenton, N.J. 08628, by the tenth (10th) calendar day after such deductions were made.

B. The Communications Workers of America agrees to indemnify and hold the City harmless against any and all claims, suits, orders of judgments brought or issued against the City with regard to the dues check-off, except for any claims that result from the negligence or improper acts of the City or its agents or servants.

1. Dues deductions may only be stopped if the STG so requests. Any such request must be in writing and submitted to the City prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The City will immediately supply the Union with a copy of any request to halt dues.

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

C. The Employer shall transmit a report to the Union as required by law as to the new hires, separations (resignations, retirements, terminations). This report will include name of each STG along with the date of hire and/or separations.

ARTICLE XV - SALARY

1. Effective January 1, 2022, the four (4) year salary guide to be paid to all STG's shall be as indicated below. All salary increases shall be retroactive to January 1, of each year. Rates listed below are "per hour."

Tier	2022	2023	2024	2025
1	\$15.54	\$16.29	\$17.19	\$18.19
2	\$16.72	\$17.47	\$18.37	\$19.37
3	\$22.46	\$23.21	\$24.11	\$25.11

All STG's hired on or after January 1, 2006 shall be paid in accordance with Tier 1 on the salary guide for their first seven (7) years of employment with the City. Upon reaching eight (8) years of continuous service, the STG will move from Tier 1 to Tier 2. No employee hired after January 1, 2006, shall move beyond Tier 2 on the guide.

2. Additional Duties: At times the City may have available work which would be offered to STG's, such work may include dog licenses, bicycle registrations, and/or parades or special events needing traffic and pedestrian control, which is not the regular work schedule of the STG. The following rates and procedure shall be followed if work is made available:

- a) Volunteer Basis
- b) Special security if servicing areas of the City that are unsafe
- c) Any required training to be able to perform the duties.

Rates for additional duties shall be as follows:

2022-2025 \$1.50 per hour added to existing current hourly rate

Procedure: STG's interested in additional work shall place their name on the Additional Duties list. The Employer shall, by seniority, offer each assignment to the most senior STG first, then the next most senior STG, until the list is exhausted. If more additional work is available and the list is exhausted then the Employer shall begin again by seniority until all available work has been assigned out.

ARTICLE XVI - LONGEVITY BONUS

1. STG's eligible for this benefit shall receive annual longevity incentive compensation according to the following schedule for the contract years in which the STG has worked until the end of the school year: 2022, 2023, 2024 and 2025.

After completion of five (5) calendar years of service	\$150.00
After completion of ten (10) calendar years of service	\$175.00
After completion of fifteen (15) calendar years of service	\$200.00
After completion of twenty (20) calendar years of service	\$300.00

2. Annual longevity pay should be made to the eligible STG's in the first pay period of November of each year. Longevity shall not be prorated due to an employee losing time during the work year.

3. The determination of whether an employee is eligible for longevity compensation shall be determined by whether the Employee was on the roster as an active STG as of the date of the temporary furlough in 2020.

ARTICLE XVII - TRAINING AND COMPENSATION

1. Training will be provided as required by chapter 82 Senate No. 1166, Title 40A of the New Jersey Statutes, N.J.S.A. 40A:9-154.1 to 40A:9-154.4.

2. All STG's shall be paid for all classroom training, including training films and presentation, for actual time spent in the classroom.

3. The twenty (20) hours training (on the job) and the two (2) hours training (classroom) shall be with pay, at the rate the STG is currently receiving as per the negotiated salaries. Compensation for the attendance at any other additional required training required shall be paid at the rate the STG is receiving per the negotiated pay scale.

ARTICLE XVIII - SCHOOL CLOSING

1. This Article applies when school has been declared open and then due to the conditions of the weather it has been determined that there will be an early school closing after the children have already arrived for school. The Elected Chief STG, will, with the approval of the Police Department, notify all STG's of any change in the work hours due to the weather and based on the schools and/or Police Department, advising her/him that school will be dismissing differently than the normal schedule.

If any STG is missed in error due to the Elected Chief STG not giving proper notice, the City

will be responsible for making up any lost pay the missed STG would have incurred.

2. This does not apply to school closing notification if the closing is prior to the normal starting time (example: radio stating schools are closed, Police Division notifying STG's that schools will not open due to the weather, or contact to the STG's from a school indicating school will not open, prior to any STG actually reporting to their post.

3. This does not apply to schools that open one (1) or two (2) hours late due to the weather, it only applies to schools closing early due to the weather and a STG has already begun to work his/her shift.

4. In the event that schools do close early due to the weather, each STG will receive the normal day's pay and will have no loss for the day due to the early closing as long as the STG was actually scheduled to work that day, was at their assigned post until dismissed by the Supervisor in the Police Department, or his designee. In the event that the school closing increases the regular daily scheduled hours, than each STG will be paid for the actual hours worked (example: the morning post was worked, three quarters (3/4) of the middle post is being worked and a duly designated and authorized STG is informed that schools will close and to remain on the post until all children are released. The STG's normal hours for the day may have been five and one *half (5-1/2) hours and due to early closing he/she has now worked four (4) hours and thirty (30) minutes, in this case he/she will be paid for all of the regular hours plus all the time worked over the regular hours.

ARTICLE XIX - BEREAVEMENT LEAVE

1. In the event of death in the STG's immediate family, STG's shall be granted time off, if the STG requests leave, not to exceed three (3) work days, without loss of pay commencing from the date of death up to and including the date of the funeral.

2. Immediate family shall be defined to include mother, father, sister, brother, spouse, child, legal ward, stepparent, stepchild, parent of spouse, grandchild, foster child, legal guardian, father-in-law, mother-in-law, domestic partner and civil union partners (as defined under NJ State Domestic Partnership and Civil Union Laws) and a child of such for whom the STG has legal guardianship and physical custody, grandmother, grandfather, Aunt, Uncle and other relatives residing in the STG's household. For good cause the definition of immediate family may be expanded upon the approval of the Business Administrator or Chief of Police or his designee.

PROCEDURE:

a. A STG who requests bereavement leave must immediately notify their supervisor. If their supervisor is not available then they shall notify the Chief of Police or his designee of their intent

to take such leave.

b. The Supervisor or Chief of Police or his designee shall notify the Business Administrator that the STG is utilizing bereavement leave.

c. The STG may be required to submit proof of death.

d. STG's who request an extension of bereavement leave beyond the established number of days shall have such extensions, if granted, charged to accumulated "unused paid time that is available. If a STG has exhausted all unused paid time, extended bereavement leave will be considered as a request for a leave of absence without pay. The Business Administrator reserves the right to deny extended bereavement leave at his/her sole discretion in the best interests of the City.

ARTICLE XX - SICK LEAVE

A. Sick Leave is hereby defined to mean absence from post or duty by a STG because of illness, exposure to contagious disease, or attendance of the STG's immediate family who is seriously ill and requiring the care by such STG.

B. Immediate family is defined as the same as listed in Article XIX Bereavement.

C. Any STG who shall be absent from work for five (5) or more consecutive working days due to illness, or leave and attendance of a member of the STG's immediate family shall be required to submit acceptable medical evidence substantiating the illness.

D. In case of sick leave due to exposure to contagious disease, a certificate from the treating physician may be required.

E. The City shall provide sick leave to all STG's in accordance with NJ law, in particular, the New Jersey Sick Leave Act, but no STG shall receive less than the STG's annual allocation of Sick Time based upon the following schedule:

- | | |
|--|------------------|
| a) 1 st day of employment up to 12 months of service | 3 paid sick days |
| b) 1 st day after 12 months of service up to 24 months of service | 4 paid sick days |
| c) 1 st day after 24 months of service | 5 paid sick days |

F. If a STG is absent from work for reasons that entitle him/her to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he/she is absent, except in the

case of an emergency.

G. STG's shall be entitled to carry over all or any portions of the sick leave allocation from year to year.

H. Any STG who meets the qualification under the sick leave Article may sell back a maximum of five (5) days of unused but earned annual sick leave. Notification shall be given no later than the last week of the closing of school in December. Payment will be made no later than January 10th of the new year.

I. Sick leave may be taken in shift times, example: STG needs to take the morning off for a doctor's visit, the STG may use the sick leave for the morning shift and return to work on the next regular shift. STG's can not break up the time into minutes of a single shift, they may only take off a full shift, ie, morning, middle or last shift.

J. The City may, for good cause, require any STG to submit acceptable medical evidence substantiating any illness after five (5) consecutive days absent from work or absences totaling five workdays within thirty calendar days, however, if the City believes it has reasonable cause they may request medical evidence for three (3) consecutive days or more, however the City agrees that a STG may use a sick day for a holiday to receive holiday pay.

ARTICLE XXI - HOLIDAYS

All STG's shall receive Christmas Day and Thanksgiving Day as paid holidays in each year of the contract. Effective January 1, 2024, all STGs shall also receive Juneteenth (on the date celebrated by the Burlington City School District) and the Day after Thanksgiving as paid holidays.

ARTICLE XXII - JURY DUTY

STG's summoned to serve jury duty shall be granted time off without loss of their regular pay by the City of Burlington. No additional pay of any kind (such as "Comp" time or overtime) shall be paid to any STG during jury service. A STG completing jury service is required immediately to return to work upon his/her discharge from jury duty, if the STG is excused from serving on the jury or has completed his/her obligation during either the morning or afternoon session.

STG's subpoenaed as witnesses in civil or criminal cases involving them in their capacity as City of Burlington STG employees will be granted a paid leave of absence for the time in which they are officially involved with the court in that capacity.

PROCEDURE:

STG's summoned as jurors or subpoenaed as a witness must submit a copy of the summons or subpoena with a written request for leave to their Department Director indicating the anticipated date of return.

The Department Director will forward the written request and the copy of the summons or subpoena to the Business Administrator by the end of the next working day. The Business Administrator and City attorney shall review all subpoenas.

The Business Administrator will approve the leave in writing to the STG and the Department Director by the end of the next working day.

STG's must notify their immediate supervisor as soon as possible if the length of jury duty has been extended beyond the original return date.

On the first day of their return to work, STG's must present a jury attendance slip, provided by a court authority, to their Department Director or supervisor to be attached to the weekly time sheet.

ARTICLE XXIII - PERSONAL LEAVES OF ABSENCE/FAMILY LEAVE

Any STG who is temporarily either mentally or physically incapacitated so as to be unable to perform his/her duties or who desires to engage in a course of study that will increase his/her usefulness upon his/her return to the service, or who for any reason considered good cause (which shall be determined by the City of Burlington in its sole discretion), desires to secure leave from his/her regular duties may request a leave of absence without pay for a period not exceeding six (6) months, based upon a request made to the City of Burlington, which may grant or deny the request in its sole discretion. Any STG requesting a leave without pay shall submit his/her request in writing stating the reason why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty. The Parties acknowledge that STG's do not work enough hours on an annual basis to be eligible for FMLA or NJ FLA leave benefits.

ARTICLE XXIV - EQUIPMENT AND CLOTHING

1. The City agrees to provide one (1) set of the equipment and uniform as mandated by Chapter 82 of the Public Laws of New Jersey, to each STG in accordance with the schedule listed in this Article. All such items provided shall be returned by each STG when said STG leaves the City's employ.

2. Clothing Provisions to each STG shall include the following:

a) The City shall provide, after successfully completing their training period of 2 hours classroom training and 20 hours in the field, the following:

- One (1) DOT approved orange safety vest
- One (1) Hat
- One (1) Badge, as selected by the Chief of Police
- One (1) Identification Card
- Two(2) Sewn on "Guard" patches
- One (1) Rain coat with rain hood
- One (1) Stop Sign

The City shall provide, after 120 days of employment and in addition to those items above, the following clothing/uniform items:

- One (1) Winter Coat
- Two (2) Pair of Pants
- Two (2) Short Sleeve Shirts
- Two (2) Long Sleeve Shirts
- One (1) Pair of Winter or Rubber Boots or both - The City shall reimburse a STG up to \$100.00 in each year of the contract when the employee supplies a receipt for the purchase(s).

- One (1) Hooded Sweat shirt
- One (1) Pair gloves - The City shall reimburse a STG up \$25.00 for gloves when the STG supplies a receipt for the purchase.
- One (1) Spring Jacket

3. Clothing provision shall be replaced after normal wear and tear, or in cases that the clothing is damaged during working hours. Replacement shall be made by the City after a report has been submitted by the STG to the Chief of Police, or his designee, in a reasonable time and damaged clothing is surrendered. STG's shall be supplied the initial list of equipment and the initial list of uniforms, thereafter items will be on a replacement after normal wear basis only.

4. All clothing provisions shall be used for working times only and shall be maintained in a clean and proper manner. All uniforms shall be worn according to the weather as directed by the Chief of Police.

5. A committee comprised of three (3) members of the Union and the Chief of Police and/or

the Chief of Police designee, to provide input to the Chief of Police regarding the type of uniform items the unit desires, however, the decision of the Chief of Police or his designee shall control with respect as to what items are included and with respect to any other questions regarding uniforms.

6. Upon termination of employment as a STG, for any reason whatsoever, all items obtained through this uniform provision shall immediately be returned to the Chief of Police or his designee, a STG's final pay will not be issued until all uniforms and equipment is returned.

7. All STG's are required, as part of their job, to be in uniform and have the necessary equipment with them and in use at all times. STG's not in compliance with this requirement shall be subject to progressive discipline.

ARTICLE XXV - RETIREMENT

Any STG who retires from the City of Burlington with twenty (20) or more years of service shall receive the following:

1. All sick time paid at 50% of the amount of days unused and left on the log at the time of retirement up to one thousand dollars (\$1,000.00)

2. All Holiday time paid at 100% of the amount of days unused and left on the log at the time of retirement.

3. All longevity money at 100% of the amount negotiated for the year in which the employee retires.

ARTICLE XXVI - PENSION

At the effective date of the January 1, 1998 Agreement, all unclassified STG's who are eligible for participation in the New Jersey Public Employees Retirement System (PERS) or in the D.C.R.P., in accordance with all rules and regulations of the respective retirement plans, shall be enrolled in the applicable plan.

ARTICLE XXVII - EQUAL TREATMENT

The City 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

2022-2025 CWA PTCOs

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.

The Union and the City shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age, or physical condition.

ARTICLE XXVIII - REDUCTION IN FORCE

The City of Burlington may institute reduction in force for reasons of economy, efficiency or other related reasons in accordance with the laws of the State of New Jersey. While notice of a proposed lay-off plan is not required to be submitted to the Civil Service Commission for STG's covered by this agreement, the City of Burlington agrees to provide the Union with thirty (30) days' notice of an intent to implement a layoff plan for the STG's.

ARTICLE XXIX - FULLY BARGAINED PROVISIONS

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 significant change so affected.

Upon request of either party, the parties agree to meet and re-negotiate any significant change in this agreement that due to unforeseen circumstances causes any change in the conditions of employment for this bargaining unit.

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.

ARTICLE XXX- DURATION AND EFFECT

This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2025. It is agreed to and understood by and between the parties hereto that all salaries and wages referred to are retroactive to January 1, 2022 and shall assume full force and effect beginning only on the date of the signing of this 2022-2025 CWA PTCOs

Agreement and continuing thereon to expiration of this Agreement.

This Agreement shall automatically renew itself on January 1, 2026 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other party hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

ARTICLE XXXI - SIGNATURE SHEET

In witness whereof, the parties here to have caused the hands of their respective officers and the seals of their respective organizations to be affixed hereto this _____ day of _____ 2024.

FOR THE UNION; COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO
LOCAL 1036

Adam Liebtag
ADAM LIEBTAG, PRESIDENT
CWA LOCAL 1036

Billie Scelza
BILLIE SCELZA, STAFF
REPRESENTATIVE CWA LOCAL 1036

Leroy T. Baylor
CWA NATIONAL REPRESENTATIVE

FOR THE CITY OF BURLINGTON

Barry W. Conway
MAYOR BARRY W. CONAWAY

ATTEST:

Cindy A. Crivaro
Cindy A. Crivaro, RMC, Municipal Clerk

ATTACHMENT "A"- HOURS OF WORK

The Union and the City recognize that the work hours listed below are only for the purpose of information. The Union and the City agree that these work hours are not included in this agreement to suggest that the City has agreed to an exact number of work hours per day or per week for any STG.

LOCATION	HOURS	
Rt.130 South & High	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt.130 North & High	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt. 130 North & Jacksonville	7:00 am to 8:30 am	2:15 pm to 3:45 pm
Rt.130 South & Federal St	7:00 am to 8:30 am	2:15 pm to 3:45 pm
High St. & Morris	7:00 am to 8:30 am	2:15 pm to 3:45 pm
High St. & Broad St	7:00 am to 8:30 am	2:30 pm to 3:45 pm
Smith School-Farner Ave	7:00 am to 8:45 am	2:30 pm to 3:45 pm
Wood & West Third	7:00 am to 8:45 am	2:30 pm to 3:45 pm
E. Broad & St. Mary	7:00 am to 8:30 am	2:15 pm to 3:45 pm
E. Broad & Tatham	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High & Federal	7:00 am to 8:30 am	2:30 pm to 3:45 pm
Wood St & Rt 130 North	7:00 am to 8:30 am	2:30 pm to 3:45 pm
Wood St & Rt 130 South	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High St and 6 th St	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High St & Blemont	7:00 am to 8:30 am	2:30 pm to 3:45 pm
High St and Wall St	7:00 am to 8:30 am	2:30 pm to 3:45 pm

The Union agrees that there will be times that STG may, due to school dismissal changes, work more than thirty (30) hours per week. The Union and the City agree that working more than thirty (30) hours per week does not constitute the STG to be considered "full time" and entitled to any benefits the City provides for other "full time employees".

The designated STG floater may work more than thirty (30) hours per week. The Union and the City agree that only at the direction of the Chief STG Guard shall the designated floater be assigned to work additional hours. The designated STG floater shall not be considered a "full time STG" due to working more than thirty (30) hours per week.

ATTACHMENT "B" - SENIORITY AND ANNUAL POST ASSIGNMENT

Seniority shall be by the STG's date of hire with the City of Burlington in the title as a STG. All posts which at any time are either unfilled or vacant, whether because they are newly created or for any other reason, shall be filled by seniority among those STG's then employed within the unit who have less than five and one half (5-1/2) hour daily posts. That is, each opening shall first be offered to the STG with the most seniority among those current STG's having less than a five and one half hour daily post. If that STG rejects the offer, the available post shall then be offered to the next most senior STG having less than a five and one half hour daily post, and so on until one STG from among that group accepts it. If no one in that group accepts the post, the post shall be offered to those STG's who are currently at a five, or more, hour daily post by their seniority date of hire.

If no one accepts such post the City shall have the right to fill the post with the least senior STG who has a less than five and one half (5-1/2) hour daily post. If there are none then the City shall have the right to fill the post with the least senior STG who is currently at a five or more hour daily post.

If the City determines that a STG who has the proper seniority but believes that the STG is not qualified to perform at a particular post, prior to going to the next most senior STG the Union and the City shall meet in a Labor Management Meeting to determine why the STG is not being permitted to accept the new post. The decision of the Labor Management Committee shall prepare a report in writing and present it to the Council. The Council, after reviewing the report shall make any necessary recommendations to correct the problem. Seniority does not accrue during a leave of absence.

Seniority: The following is recognized for seniority purposes of the STG's. The City shall provide on or about January 1 of each year to STG an updated list of Seniority. Seniority shall be established for purposes of longevity.

<u>Date of Hire</u>	<u>Unclassified</u> <u>Name</u>
08/15/19	Bruce Morlack
02/10/16	Andrew Cross
06/01/17	Claude Sivels
09/09/05	James Ogburn
02/01/18	Patricia Kennedy
01/17/17	Julianna Merluse
Re-hire 10/04/21	Sharon Sallie
01/05/15	John Lipscomb

Re-hire 10/13/21
04/16/16
09/13/18
02/19/19
10/6/14
11/16/17
03/26/18
03/27/18
03/17/22
09/13/18
08/16/23
09/27/23
09/12/23
09/27/23
08/16/23

John Gusrang
Kathleen O'Connor
Kathy Griffith
Betty Swart
Patty Shaw
Robert Brown
Aldo Bucci
Betty Searls
Whitney Brown
Mary Peebles
Robert Ballard
Brian Williams
Deborah Young
Alfred Greenwood
Robin McNeil

**ATTACHMENT "C" GRIEVANCE FORM
CWA LOCAL 1036
BURLINGTON CITY PEDESTRIAN TRAFFIC CONTROL OFFICERS
GRIEVANCE FORM**

NAME OF GRIEVANT: _____ STEWARD: _____

ADDRESS: _____ DEPT: _____

_____ GRIEVANT SIGN: _____

HOME PHONE: _____ WORK PHONE: _____

DESCRIBE GRIEVANCE: _____

DATE GRIEVANCE OCCURRED: _____

CONTRACT ARTICLES(S) VIOLATED: _____

_____ AND ANY OTHERS THAT MAY APPLY

REMEDY SOUGHT: _____

DATE GRIEVANCE INFORMALLY PRESENTED TO SUPERVISOR: _____

DATE GRIEVANCE WAS PRESENTED IN WRITING TO SUPERVISOR: _____

DATE GRIEVANCE WAS HEARD BY SUPERVISOR: _____

SUPERVISOR'S DECISION: _____

DATE GRIEVANCE WAS PRESENTED TO THE CHIEF OF POLICE: _____

DECISION OF THE CHIEF OF POLICE: _____

DATE GRIEVANCE WAS PRESENTED TO THE BUSINESS ADMINISTRATOR: _____

DECISION OF THE BUSINESS ADMINISTRATOR: _____

DATE UNION FILED FOR ARBITRATION: _____

ATTACHMENT “D” SUBSTANCE ABUSE DRUG AND ALCOHOL POLICY/PHYSICALS

It is the policy of the City to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.

The use, sale, dispensing, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on the premises is prohibited. This prohibition also covers all legal or prescription drugs, which impair an employee’s ability to perform his/her job safely or properly.

Employees who must use prescribed drugs or narcotics while on duty should report this fact to the Business Administrator along with acceptable medical documentation. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly.

Any employee under the influence of drugs or alcohol that impairs judgment, performance or behavior while on duty will be subject to discipline, up to and including termination.

Any employee who feels he/she has a problem with drugs or alcohol is encouraged to seek outside professional counseling before the problem affects judgment, performance or behavior.

Definitions:

Alcohol - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Use - means the use of any beverage, mixture, or preparation, including any medication, containing alcohol.

Controlled Substance – As defined by 21 U.S.C. 812 including substances listed on Schedule I through V as they may be revised from time to time (21 CFR parts 1301-1316), and including those substances defined by N.J.S.A. Title 24 and/or companion statutes or regulations as may be revised from time to time.

Criminal Drug Statute - Federal or State Criminal Statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

Drug - Interchangeable use with the term “controlled substance”. Unless otherwise provided, refers to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines (including methamphetamines).

Medical Information Officer - Designated Management Employee of the City of Burlington authorized to receive confidential medical information as well as to review and report the laboratory drug test results.

On Duty - Any time period (regular work hours, overtime, hourly services), including breaks, during which an employee is required to comply with a directive from a supervisor and the employee may be expected to perform and/or be available to perform the essential functions of the position.

Performing a Safety-Sensitive Function - any period in which an employee is actually performing, ready to perform, or immediately able to perform the essential safety-sensitive functions as a STG.

Positive Drug/Alcohol Test - A breath alcohol level of .00 or greater as measured by a breath analysis machine approved for use by the FHWA and appearing on the "Conforming Products List" in the Federal Register.

Subject to Duty - Any time period an employee is required to be available to report for duty to perform the essential functions of the position.

Supervisor or Supervisory Employee - An employee with responsibility for directing the work of other employees, but not a co-worker.

Workplace - Any location, including but not limited to the designated post, or field location and any site owned or operated by the City of Burlington where official City of Burlington business is conducted or where job duties as a STG are performed.

Drug and Alcohol Abuse (With Employee Assistance Program)

1. Supervisors are responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do his/her job safely and properly. Employees exhibiting behavior problems should be handled, like any other disciplinary problem, as discreetly as possible.

2. The supervisor will give the employee a chance to explain, selecting a private location out of the hearing of other employees. The supervisor should offer the employee the opportunity for union representation and make the necessary arrangements. The supervisor will confine questions and statements to specific performance and behavior, and not ask about drug or alcohol use. The supervisor may ask the employee if he/she is taking any medication that might affect behavior and performance of job duties according to prescribed standards.

If necessary, the supervisor should arrange for transportation home for the employee.

3. The supervisor should set an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The supervisor should then make a record of the discussion.

4. At any time in the above proceedings the supervisor may suggest that the employee take advantage of the Employee Assistance Program (EAP); however, the employee must be made to understand the difference between an employee assistance program (EAP) and company rules and disciplinary procedures. The EAP should be considered as in addition to, but not a substitute for, appropriate disciplinary action. Employees must understand that the rules against drug, narcotic, or alcohol usage will be enforced even though the company maintains an EAP program to help abusers. In fact, documentation of poor performance and of disciplinary action can be a positive influence in helping a supervisor convince an employee to seek help and in responding to recalcitrant employee who resist their treatment in an EAP.

Drug and Alcohol Abuse (No Employee Assistance Program)

PROCEDURE

1. Department Directors are responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do his/her job safely and properly. Employees exhibiting behavior problems should be handled, like any other disciplinary problem, as discreetly as possible.

2. The supervisor will give the employee a chance to explain, selecting a private location out of the hearing of other employees. The supervisor will confine questions and statements to specific performance and behavior, and not ask about drug or alcohol use. The supervisor may ask the employee if he/she is taking any medication, which might affect behavior. If necessary, the supervisor should arrange for transportation home for the employee.

3. The supervisor should set an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The supervisor should then make a record of the discussion.

4. At any time in the above proceedings the supervisor may suggest that the employee talk with the Business Administrator. Employees must understand that the rules against drug, narcotic or alcohol usage will be enforced. Documentation of poor performance and of disciplinary action can be a positive influence in helping a supervisor convince an employee to seek help and in

responding to recalcitrant employees who resist treatment.

Substance Abuse

PROCEDURE

It is the express policy of the City of Burlington that substance abuse will not be tolerated in any form by any employee employed by the City of Burlington.

In furtherance of this policy, the following is designated to encourage employees to come forward voluntarily with any substance abuse problems and also to quickly and accurately detect those employees abusing drugs and/or alcohol.

All employees shall be fully informed of the City's policy and procedures with respect to substance abuse testing. Additionally, employees shall be fully briefed on the actual testing procedures, what the tests can determine and the consequences of a positive test result. All newly hired employees shall as well be provided with this same information on the date of their appointment and indoctrination to the City.

Prohibited Conduct:

STGs are safety sensitive positions in that they regulate and supervise the safe transportation of children.

As a condition of employment, all covered employees are prohibited from:

1. Reporting for duty or remaining on duty to perform safety-sensitive functions while having alcohol concentration of 0.00 or above.
2. Being on duty while in possession of alcohol, narcotics, or other substances, including medicine containing alcohol (prescription or over-the-counter) unless the packaging seal is unbroken. This does not include other prescription drugs or over-the-counter drugs such as ibuprofen, cough drops, and inhalers.
3. Using alcohol, narcotics or other substances, or abuse or misuse of prescription medication while performing safety-sensitive functions and/or the supervision of children and/or supervising the safe transportation of children.
4. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
5. Distributing, or using any controlled substance, except when the use is prescribed by a physician who has advised the driver that the substance does not adversely affect the STG's ability to safely supervise children and/or supervise the safe transport of

children. Note: Covered employees shall provide notice of such therapeutic use of controlled substances to his/her Department Director and the Business Administrator. Appropriate procedures shall be established for reporting such information by employees and to protect the confidentiality of such information pursuant to the requirements of the Americans with Disabilities Act. 28 CFR Part 35.

No manager or supervisor having knowledge that a covered employee is in violation of any of the above shall permit the employee to perform or continue to perform safety-sensitive functions and/or supervise children and/or supervise the safe transportation of children. Managers or supervisors who fail to comply with their responsibilities will be subjected to formal discipline, up to and including removal.

Violation by any employee of the above prohibitions is subject to disciplinary action, up to and including removal.

Employee Testing

Employees shall be subject to random drug testing and shall be tested when reasonable suspicion exists or an on-duty accident or injury occurs to medical testing involving urine or blood analysis or other similar testing procedures for the purpose of detecting drugs or alcohol. All employees shall be subject to random testing. New employees will be screened for drugs as part of the pre-employment physical.

Sample Collection

The collection and testing of samples shall be performed only by a health care provider authorized to administer and determine the meaning of the results of any test administered in conformance with this policy.

The concern performing the test shall meet the following criteria:

1. Shall obtain current certification by the National Institute of Drug Abuse;
2. Shall periodically submit its testing procedures and equipment to the National Institute For Drug Abuse (NIDA) for unknown sample analysis by an independent party.

Collection of all samples for testing purposes shall be conducted in a manner that provides for the highest degree of security and freedom from adulteration of the sample. A recognized and documented strict chain of custody procedure shall be adhered to as set by NIDA. Whereas the security of samples is essential to a credible test, should the chain of custody be compromised, the test shall be held invalid.

Blood and urine samples shall be submitted per NIDA standards. A split sample shall be reserved in all cases for an independent analysis in the event of a positive result. All samples shall be stored in a scientifically acceptable manner for the purposes of preservation as established by NIDA. All positively confirmed samples and related paperwork must be retained by the laboratory for a period of no less than six months or for the duration of any grievance, disciplinary or legal proceedings, whichever is longer. All specimens and related paperwork shall be destroyed. At the conclusion of all of the foregoing, all specimens shall be destroyed. All tests shall be conducted in a manner to ensure that the employee's legal drug use and diet do not affect test results.

Drug Testing

The laboratory shall test only for the substances and within the limits for initial and confirmatory tests as provided by NIDA standards. The initial test shall be an Immunoassay which meets the requirements established by the Food and Drug Administration for commercial distribution. The following initial cut-off levels shall be employed when screening specimens to determine whether they are in compliance with the standards for these five drugs or classes of drugs:

Marijuana Metabolites	100 ng/m.
Cocaine Metabolites	300 ng/ml
Opiate Metabolites 1	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial results are in fact negative using the parameters as established, all testing shall cease and all samples shall be destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas/chromatography mass spectrometry (GC/MS) techniques at the following listed cut-offs:

Marijuana Metabolites 1	15 ng/ml
Cocaine Metabolites 2	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml

Methamphetamine 500 ng/ml

1. Delta-9-Tetrahydrocannabinol-9-carboxylic acid
2. Benzoyllecgonine

If confirmatory testing results are negative, all testing will cease and all samples will be destroyed.

Should any change occur in NIDA standards for minimum cut-off levels for the above listed substances, the above stated standards shall be revised accordingly so as to be consistent with the NIDA standards.

Alcohol Testing

A Breathalyzer or similar test equipment shall be employed to screen for alcohol use and, if positive, said test shall be confirmed by a blood alcohol test performed in accordance with the standards as set forth by NIDA and this policy. Breathalyzer tests shall be performed by a health care professional or law enforcement authorities unless said tests are warranted as a result of criminal infraction, in which case law enforcement authorities may in fact be the testing party. A qualified individual, using equipment with current certification by the New Jersey State Police, shall perform the screen. If the initial test proves negative, all testing shall be immediately discontinued and all samples destroyed. All positive resolution the initial test shall be confirmed using blood alcohol level. Sample handling procedures as that detailed in the sample handling section shall be employed. If confirming test are negative, all samples shall be destroyed.

Medical Review Physician

The medical review physician shall be selected in advance of all testing by the City. He/she must be a licensed physician in the State of New Jersey and possess a background and knowledge of substance abuse testing and substance abuse disorders. The physician shall have command of the characteristics of test sensitivity, specificity and predictive value, the laboratory that is administering the tests and the medical conditions and work exposures to the employee.

The role of the physician shall be to review and interpret positive test results. The physician must examine alternate medical explanations for a positive test. This shall include conducting a medical interview with the subject employee, a review of the subject's medical history and any other relevant bio-medical factors.

Results Review

Upon completion of testing and analysis, the concern performing testing shall immediately forward the results of a positive test to the medical review physician and the Business Administrator. The physician may only release to the employer confirmed test results after a complete review and analysis of all relevant factors. Said information shall otherwise remain strictly confidential and shall not be released to the general public. The test results of any employee taking drugs pursuant to a medical prescription shall be kept confidential.

Discipline

For those employees who do not come forward, upon confirmation of a positive test, the employee will be terminated with no recourse through the collective bargaining agreement as well as others not covered by such an agreement.

Voluntary Admission Of Substance Abuse & Rehabilitation

Within ten (10) days of the receipt of this policy Manual, an employee may come forward and confidentiality discuss with the Business Administrator (or his/her designee of the City) to advise that the Employee has or may have a substance abuse problem. The Employee may do so without fear of discipline or discharge. Upon recovery from a substance abuse problem, the Employee will immediately enroll himself or herself in a substance abuse program. Those individuals who come forward voluntarily for assistance with a substance abuse problem shall not be subject to discipline by the City. No disciplinary action will be taken against an employee unless said individual refuses to enroll and complete a rehabilitation program.

When an individual voluntarily reveals his substance abuse problem, he/she shall immediately enroll in an inpatient program. He/she shall not work in scheduled shifts. The employee shall use all available time owed in the following order: sick days, vacation days and personal days (if applicable).

Follow-Up Testing

Employees who complete a rehabilitation program will be retested randomly as every other employee. An employee who voluntarily enters the rehabilitation program with a requirement for testing or periodic retesting due to his initiative in seeking assistance. Employees shall be allowed to use accrued and earned leave for the time off necessary for the program. If an employee tests positive after the rehabilitation program, he/she shall be subject to immediate discharge without recourse through the collective bargaining agreement.

Procedure for Return to Duty Assignment After Treatment

Upon successful completion of rehabilitation, the subject member(s) shall be returned to his/her regular duty assignment. Prior to return work, however, the employee must provide a written report from the treating medical provider or rehabilitation center, indicating that the employee has successfully completed his/her course of treatment and is capable of returning to work for the City and perform all duties of his/her former position.

Testing Program Costs

The City shall be fully responsible for all costs involved in drug and alcohol testing as well as the expense of the services performed by the medical review physician. Any directed counseling or treatment not covered by insurance shall be at the sole expense of the employee.

Conflict With Other Laws

This policy is not intended to conflict with or cause the waiver of the rights of any individual under Federal, State or Local Statutes.