

3/1-0600

AGREEMENT

Between

BOROUGH OF HAWORTH, *Borough of*

and

SCHOOL CROSSING GUARDS

for the period

X
January 1, 1982 through December 31, 1983.

02-26

THIS AGREEMENT made and entered into in Haworth, New Jersey, on *November 17, 1981*, by and between the Borough of Haworth, herein Borough, and the School Crossing Guards, herein Guards, represents the full agreement of the parties on all issues negotiable.

Article I. SCOPE. Nothing contained in this agreement alters the authority of the Borough as provided by law, ordinance or resolution, nor does it alter the rights of any member of the Guards as provided by law, ordinance or resolution.

Article II. RECOGNITION. The Borough recognizes the Guards as the bargaining agent for all employees in the unit for the term of this agreement.

Article III. LEAVES OF ABSENCE. Each guard shall be entitled to 6 sick days per year with pay, noncumulative.

Article IV. HOURS OF WORK. Existing hours of work shall be continued. Changes shall be made as required by school schedule.

Article V. COMPENSATION. Guards shall be paid \$4.75 per hour during the year 1982, and \$5.00 per hour during the year 1983. The guard presently posted at the Valley Road corner (Mr. Edward Tighe) shall be paid the sum of \$5.25 per hour during the year 1982 and \$5.60 per hour during the year 1983. Any successor to Mr. Tighe on this post shall thereafter be paid at the rate of 25¢ more per hour than the regular hourly pay of the other guards.

At times the guards are required to return to work at noon for half session of the school. At such times they shall be paid for the full day.

Article VI. UNIFORM. Each guard shall be provided a uniform at the expense of the Borough.

Article VII. GRIEVANCE PROCEDURE.

A. A grievance, defined as a dispute as to the meaning of this agreement, compensation, hours of work or conditions of employment must be brought to the attention of an employee's immediate supervisor within 5 working days of the inception thereof. Said supervisor shall respond thereto in writing to the employee within 5 working days. A statement of the occurrence shall be filed by the supervisor with the Borough Clerk and the Guards.

B. Should further review be sought by the employee, the employee shall reduce the grievance to writing and submit the same to the Department Supervisor within 5 days of the receipt of his immediate supervisor's response under A. above.

C. The Department Supervisor shall hear the grievant and receive evidence within 5 working days of receipt of the grievance and shall determine departmental action on the grievance within 5 working days of the hearing by a writing submitted to the employee and the Guards. In the case of absence of the Department Supervisor, the Borough Administrator shall act in his stead.

D. Should further review be sought by the employee, he shall appeal in writing to the Haworth governing body within 5 working days of the receipt of the departmental determination. The entire record of the grievance shall be submitted to the governing body. The governing body may make its determination upon the existing record or may have a hearing thereon by an appropriate Council committee or the entire governing body. A hearing shall be scheduled to be held within 10 working days of the date of the submission of the appeal to them. A resolution of the governing body shall be the final Borough action. Lack of

such resolution within 14 working days of any hearing or submission of an appeal without a hearing, whichever shall be later, shall be deemed an acceptance and approval of the departmental determination.

E. Should further review be sought by the grievant then such employee shall have the right to review by plenary hearing in a court of competent jurisdiction.

F. Time limits: provided for may be altered by an agreement of the Guards, the grievant and the representative of the Borough involved to make a determination.

G. The parties agree that each shall provide to the other, upon written request, relevant documents concerning any grievance.

H. Any member of the Guards and any employee represented by the Guards participating in a grievance procedure during normal working hours shall suffer no loss in pay or benefits.

I. The foregoing procedure which may be initiated by either party hereto, or any individual employee, shall be the sole and exclusive means of resolving grievances.

Article VIII. AVAILABILITY OF AGREEMENT. Copies of this agreement shall be made available to each member of the Guards when fully executed.

Article IX . IMPLEMENTATION OF AGREEMENT. Any provision of this agreement requiring the adoption of an ordinance to become effective shall only take effect upon said adoption as required by law and the Borough agrees to introduce the necessary ordinances for adoption.

Article X . TERM OF AGREEMENT. This agreement shall be for the term of January 1, 1982 to December 31, 1983 and the parties hereto agree to commence negotiations for any new agreement

effective after December 31, 1983 not later than November 1, 1983.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers as of the date first above written.

SCHOOL CROSSING GUARDS

by: Thomas E. Fitch

BOROUGH OF HAWORTH

BY [Signature]
Mayor