



AGREEMENT BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

LOCAL 1036

WILLINGBORO SCHOOL TRAFFIC GUARDS

AND

THE TOWNSHIP OF WILLINGBORO

JULY 1, 2018 THROUGH JUNE 30, 2023

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## ARTICLE II - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its employees in the Traffic Guard Unit employed by the Township, including the Title of "Clerk" and the Title of "Assistant Supervisor/Clerk".

The title of "Clerk" and the title of "Assistant Supervisor/Clerk" are positions that are not part of the Township's Clerical employee unit and are only positions that apply to employees that are employed in the Traffic Guard Unit. These positions are located in the Supervisor's Office.

See Contract Attachment "A" - Definition and Job Duties for the Positions of "Clerk" And "Assistant Supervisor/Clerk"

Excluded are all other employees of the Township including Supervisors within the meaning of the Act.

#### ARTICLE IV - OVERTIME/EXTRA DUTY

Overtime: Overtime shall be paid in accordance with the Fair Labor Standards Act.

Extra Duty: Whenever an employee shall be called in for extra duty, beyond the regularly scheduled duty hours, the employee shall be guaranteed two (2) hour's minimum pay at their regular hourly rate per detail. Extra Duty pay rates are outlined in Article VI, under "Additional Duties pay rates" in this agreement.

Whenever extra traffic control duty opportunities are to be made available to employees, those opportunities shall be offered in accordance with a seniority list of employees maintained by the Township. The list shall include all employees employed by the Township in the Traffic Guard Unit with the most senior employee as the first name on the list.

As extra duty opportunities occur the first such opportunity shall be offered to the most senior name on the list. If that person shall be unavailable or shall decline the opportunity it shall then be offered to the next most senior person on the list proceeding in the same manner through the list until the opportunity is accepted. The next such opportunity shall then be offered to the next person on the list after the person who accepted the most recent extra duty opportunity, so that each employee will be offered an opportunity for extra duty before returning to the most senior employee on the list.

Extra Duty – Supervisor's Office - a seniority list will be created with employees who qualify for extra duty work in the Supervisor's office. There will be two (2) positions available; one for the Clerk position and one for the Assistant to the Supervisor/clerk position. Refer to Attachment "A" for qualifications, job requirements and duties.

Those that qualify for the Clerk position will serve in the position until they resign or are relieved of their duties, by just cause, by the Employer.

ARTICLE VI - SALARIES AND ADDITIONAL DUTIES AND RATES

The schedule below is established as the rate of compensation for hourly rates for Traffic Guards during the term of this Agreement. The first post is a minimum of one (1) hour and second post is minimum of one half (½) hour. Any time worked beyond the minimums will be calculated by the hourly rates below. Any one working less than one (1) hour in the first post will be paid for one (1) hour. Anyone working less than one half (½) hour in the second post will be paid for one half (½) hour.

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

The percentage increases below are retro to July 1<sup>st</sup> of each contract year and are as follows:

- 2% increase July 1, 2013
- 2% increase July 1, 2014
- 2% increase July 1, 2015
- 2% increase July 1, 2016
- 2% increase July 1, 2017

<u>HOURLY RATES:</u>	7/1/13		7/1/14		7/1/15		7/1/16		7/1/17	
		To		To		To		To		To
	6/30/13	6/30/14	6/30/15	6/30/16	6/30/17	6/30/18				
CLASS A	\$15.72	\$16.03	\$16.35	\$16.68	\$17.01	\$17.35				
CLASS B	\$17.40	\$17.75	\$18.11	\$18.47	\$18.84	\$19.22				
CLASS C	\$19.09	\$19.47	\$19.86	\$20.26	\$20.67	\$21.08				
CLASS D	\$20.78	\$21.20	\$21.62	\$22.05	\$22.49	\$22.94				

## ARTICLE V - EMERGENCY SCHOOL CLOSING

In the event of an emergency school closing where the school Traffic Guard has not been notified at least (45) forty-five minutes before the scheduled start of the post, that School Traffic Guard shall be entitled to be paid for one-half of the regular compensation which would have been earned for the first post canceled, provided that such pay does not result in the School Traffic Guard receiving greater compensation than would have been received if there had not been an emergency school closing.

On those rare occasions when a third post is required, compensation shall be in accordance with the rate of compensation established by the hourly rate.

Class A shall include all those employees with less than one-year employment by the Township of Willingboro as a School Traffic Guard.

Class B shall include all those employees with more than one year but less than five years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class C shall include all those employees with more than five years but less than 10 years continuous employment by the Township of Willingboro as a School Traffic Guard.

Class D shall include all those employees with more than ten years continuous employment by the Township of Willingboro as a School Traffic Guard.

The assignment of an employee to a specific Class shall be made on the appropriate annual anniversary date of that employee's employment by the Township as a School Traffic Guard.

The effective date for this Agreement shall be retroactive to July 1, 2018. It shall specifically not be retroactive as to any School Traffic Guard who is not employed as of the date the Agreement is ratified by both parties.

A School Traffic Guard may be required to remain at a post, whether AM or PM, for as long as one (1) hour. Any School Traffic Guard assigned to a post in either the morning or afternoon which extends beyond one (1) hour shall receive compensation at the negotiated hourly rate. Seniority lists will be generated for each extra duty assignment and will be used on a rotating basis for all of the additional duties work. If you choose not to work it will be offered to the next individual on the list.

## ARTICLE VII - COMMUNICATIONS AND NOTICES

A telephone tree system will be maintained for the purpose of communicating short notice information, such as, but not limited to, emergency school closings.

Whenever reasonably possible, information will be disseminated to Union members in writing.

It is the responsibility of each School Traffic Guard to keep the Police Department abreast of any changes in home telephone numbers in order to maintain the efficiency of the telephone tree system. All members shall have on record with the Police Department at all times a telephone number at which they can be reached for any emergency notification.



## ARTICLE IX - UNION DUES

- A. The Employer agrees to collect monthly, union dues, by deducting weekly an amount equal to 1.15% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (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 Employer to the Communications Workers of America, AFL-CIO, 1 Lower Ferry Road, West Trenton, New Jersey 08628, c/o Treasurer, by the tenth (10<sup>th</sup>) calendar day of the following month after such deductions are made, together with a list of employees from whose pay such deductions were made.

- B. The CWA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to the dues check-off. The Employer shall not be liable to the Union for any retroactive or past deduction of Union Dues for an employee identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of Union Dues.
1. Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Employer prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

## ARTICLE X SENIORITY

- A. Seniority is the date on which a bargaining unit employee was hired by the Township. Sick leave, Bereavement leave, Disability leave, Unemployment leave, Family and Medical leave, Federal Family leave etc., when used by an employee shall not be considered a break in service with the Employer thereby changing the date on which the employee was first hired. Yearly reappointments for any unclassified bargaining unit employee shall not replace the original date on which an unclassified bargaining unit employee was first hired.
- B. Seniority shall prevail in the selection of personal leave requests.
- C. Seniority shall prevail in extra duty opportunities. The Township shall provide a seniority list defining by date of hire the most senior bargaining unit employee being on the top of the list and the last hired bargaining unit employee being on the bottom of the seniority list, as outlined in Article IV, Overtime and Extra Duty.
- D. Seniority and the employment relationship shall cease if any of the following occur;
  - a. The bargaining unit employee quits, resigns or takes a leave of absence of more than twelve (12) months without approval by the Township.
- E. Seniority shall be applied in the Annual Change In Post Assignment as per Article XVII.
- F. Employees' who return from an approved leave of absence of twelve (12) months or less shall be returned to the same pay rate and seniority at which they left, however, any return after the twelve (12) month period will be at the Employers' discretion if they will be placed at the pay rate and seniority at which they left.

## ARTICLE XII - MEDICAL AND HOSPITALIZATION INSURANCE

Any Traffic Guard who is not covered by a medical and hospitalization insurance plan through another employer shall be eligible to participate in the medical and hospitalization insurance plan available to Township employees. That participation shall be solely at the expense of the Traffic Guard and shall require no contribution or expense on the part of the Township. The premium charged to the Traffic guard shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

#### ARTICLE XIV - UNION RIGHTS

- A. Employees shall have the right for a Union Representative to be present, if the employee so requests, during disciplinary action hearing, IA meeting or a meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the Employer must notify the employee of his/her right prior to the meeting. The employee may waive his/her right to have a Representative present but must do so in writing. A copy of such request shall be supplied to the Union.
- B. The Employer will provide the Union with an up-to-date seniority list by September 30<sup>th</sup> of each year. The Employer shall also provide the union the names and addresses of any newly hired employee within 10 days of hire.
- C. The Employer will provide the Union, on January 15<sup>th</sup>, of each year with a list of all employees in the bargaining unit. The list shall include name, home address, home phone or cell phone, and home email address (if collected by the Employer).
- D. The Representatives of the Union shall be permitted to transact Union business on the premises during working hours provided such access does not interfere with the operations of the Employer. Said Representative will notify the appropriate official of his/her presence.
- E. The Union will have the right to place posted items in the Traffic Guard Supervisors office in a duly designated location.
- F. The employer recognizes that designated agents of the Union shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Union activity provided that such activity shall not substantially interfere with or interrupt the service provided by the Traffic Guard. It is understood that all Union activity, of whatever

## ARTICLE XV - LITIGATION DEFENSE

The Township agrees that whenever a member shall become a defendant in a legal proceeding arising out of or directly related to the lawful performance of official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding at no cost to the member with the exception of the indemnification in the last paragraph below. In order to obtain a defense provided by the Township, the member shall notify the Township Manager and the Director of Public Safety within two days after receipt of notification that the member has been made a party to the legal proceeding.

In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under this Agreement to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund, which provides coverage to the Township.

The member shall cooperate fully in the defense of the matter.

The Township shall have the full authority to determine the defense strategy in all civil matters and to determine whether the matter should be settled and the terms of any settlement, provided that no payment is required from the member.

It is acknowledged that the Township has adopted an ordinance to provide for the indemnification of employees and the Township agrees to maintain the ordinance provisions. It is further acknowledged that the indemnification of the member does not extend to punitive damages. The Township shall not indemnify an employee if it is established that the employee acted or failed to act because of fraud, actual malice or willful misconduct.

## ARTICLE XVII- NON-DISCRIMINATION

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination. All references in the Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

### Anti-Discrimination Policy

It is the policy of the Township to seek and employ the highest qualified people for all of our employment positions. The Township provides equal opportunities for employment and advancement of employees, including promotion and training. The Township manages these activities in a manner that does not discriminate against any person because of race, color, religion, gender, age, national origin, marital status, disability, sexual orientation, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class or any other characteristic protected by applicable law.

The Township will not tolerate any discrimination or harassment on the basis of the aforementioned protected categories. The Township intends to provide a discrimination-free work environment in which all employees can work without fear of intimidation or harassment because of their race, color, religion, gender, age, national origin, marital status, disability, sexual orientation, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class or any other characteristic protected by applicable law.

## ARTICLE XVIII - SICK, PERSONAL, BEREAVEMENT LEAVE

### Sick and Personal Leave; Emergency Inability to Report for Duty

#### For Non Substitute Guards:

Bargaining unit employees who are considered non-classified employees by Civil Service, shall each be entitled to five (5) personal days of leave with pay which may be used for reasons of sickness or other personal reasons. Such time can be taken in half day increments, or whole day increments. Half day increments does not mean you can split a post in the a.m. or p.m., you may take the entire a.m. off as the half day or the entire p.m. off as the half day. You will be paid for your loss by the hourly rate for the half day or full day rate. The 5 paid personal days which you receive shall be the full days accumulated hours for the a.m. and p.m. work multiplied by 5 days.

Up to five (5) paid unused personal leave days may be carried over from year to year so that the maximum amount of leave available to any bargaining unit employee by combining the five (5) paid days of the current year and five (5) paid days carried over will be a total of ten (10) paid days.

Bargaining unit employees who are considered classified employees by Civil Service shall earn and accrue vacation and sick leave in accordance with the regulations of Civil Service.

Whenever a bargaining unit employee intends to use a paid personal day, that employee shall provide notification at least three days in advance to the Traffic Guard Supervisor. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

Whenever a bargaining unit employee is unable to report for duty because of an emergency, that employee shall provide notification at least one hour in advance, if feasible, of the scheduled reporting time to the person designated by the Township for that purpose. The Township shall

Substitute Guards:

Substitute guards will receive one (1) paid post for every 36.4 hours they work which they may use for sick, personal or bereavement leave.

Whenever a substitute guard intends to use paid personal time, they shall provide notification at least three days in advance to the Traffic Guard Supervisor. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.

Whenever a substitute guard is unable to report for duty because of an emergency, they shall provide notification at least one hour in advance, if feasible, of the scheduled reporting time to the person designated by the Township for that purpose. The Township shall designate the person to be notified and shall further designate an alternate to be notified in the event that the employee is unable to reach the designated person.



ARTICLE XX - TOWNSHIP PERSONNEL COMMITTEE

The Union shall have a representative on the Township's Personnel Committee.

The Committee meets on an as needed basis and to discuss personnel matters.

## ARTICLE XXII - PERSONNEL FILE

- A. All employees shall have the right to see all documents in their personnel file. An employee shall be permitted to have a copy of any documents in his/her file. The employee must provide a twenty-four (24) hour notice for such request.
- B. All employees shall be given copies of all disciplinary matters, IA documents, evaluation or work performance documents prior to placement of a document in their file at the time the document is so placed.

Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file at no cost to the employee or Union Representative when an employee has cause related to dispute.

- C. Employees shall have the right to respond in writing to anything placed in their file. Such responses shall be made part of the employees personnel file.
- D. An employee shall have records of counseling agreements, performance deficiency notices and verbal reprimands purged from their personnel file at the discretion of the employees' immediate police supervisor.

## ARTICLE XXIV- MANAGEMENT RIGHTS

The Township shall have the right to determine all matters concerning the management or administration of the Traffic Guard function, subject to the provisions of this Agreement.

## ARTICLE XXVI- FAMILY AND MEDICAL LEAVE

The Employer agrees to be bound by all applicable provisions of the Family and Medical Leave Act, Laws of New Jersey, and those provided under the Federal Family Leave Act that are applicable.

An employee must use paid leave time prior to using unpaid leave.

## ARTICLE XXVIII - HOLIDAYS

If any bargaining unit employee shall work a detail on any day designated as a specific holiday date by the Township Council, and/or work a detail on any holiday listed below, the employee shall be compensated at the rate of two times the applicable hourly rate.

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

A seniority list shall be established for holiday work, if you refuse it will be assigned to the next most senior person.

Union and presented to the Director of Public Safety within fifteen (15) days after the decision is rendered or after the expiration of the fifteen (15) day period, if no decision is rendered.

The written grievance shall be dated and signed by the Union and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the Step One decision of the immediate supervisor, if rendered.

The Union shall provide a copy of the written grievance to the immediate supervisor, and the Township Manager.

The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the Union, the grievant and the individual rendering the decision at Step One within fifteen (15) days of receiving the written grievance. The decision of the Director of Public Safety shall be rendered, in writing, within fifteen (15) days after the grievance meeting with the Director of Public Safety with copies to the Township Manager, immediate supervisor and the Union.

**STEP THREE:**

If the Union is not satisfied with the decision of the Director of Public Safety or his designee, or if no decision is rendered within the fifteen (15) day period, the grievance shall be presented to the Township Manager. The Union shall provide copies of the grievance to the immediate supervisor and Director of Public Safety or his designee.

The written grievance shall include the information described in Step Two above and shall have attached copies of the decisions rendered at the Step One and Step Two levels, if rendered.

5. A police supervisor, commander of the police department or the law enforcement Executive may immediately suspend an employee from duty by placing an employee on administrative leave with or without pay, at the discretion of the Employer, until a hearing is scheduled as outlined in #6 below, if it can be determined if one of the following conditions exist:
  - a. The employee is unfit for duty; or
  - b. The employee is a hazard to any person if permitted to remain on the job; or
  - c. An immediate suspension is necessary to maintain safety, health, order or effective direction of public services; or
  - d. The employee has been formally charged with a first, second or third degree crime; or
  - e. The employee has been formally charged with a first, second, third or fourth degree crime or a disorderly offense while on duty, or the act related to his or her employment.
6. If an employee is immediately suspended the Employer shall notify the Union Representative to schedule a hearing which will be held within two (2) days (excluding holidays and weekends) of the employees' suspension, at which time the employee will be represented by the Union. The employee will not be permitted to work until the hearing is held and a determination is made if the employee can return to work.
7. If an employee receives a suspension after having a hearing that is not immediate, the dates of the suspension will be at the discretion of the immediate police supervisor and/or the Crossing Guard Supervisor, however, no suspension shall coincide with any time frame that causes an employee a pay loss that is greater than the amount of the suspension.
8. Employees' shall suffer no loss in pay for any disciplinary hearing, IA investigations etc., scheduled to be heard at the time when the employee would have been working. Any matter being heard that extends beyond the employees' normal work hours, the employee will not be entitled to compensation for the extended time spent at the hearing.
9. Discipline for employees hired prior to 4/26/79, shall be processed in accordance with the appeal procedures of Civil Service if applicable. If no appeal rights are afforded then the employee shall utilize the grievance procedure.
10. Discipline for employees hired on or after 4/26/79, shall be processed through the grievance procedure.
11. Counseling of an employee shall not be grievable. Verbal and Written reprimands that cause no loss in pay shall not be grievable, however, employees' may respond in writing to verbal and written reprimands and have such response placed in their personnel file.
12. A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step without the necessity of a formal written appeal.

## ARTICLE XXX - RETIREMENT

Employees who retire after ten (10) years of service with the Township shall receive \$125.00 (one hundred and twenty-five dollars) for each year employed with the Township upon retirement. If they retire prior December 31<sup>st</sup> of the year the amount for that year will be prorated to the day in the year in which they retired. All other previous years will be paid at the full amount described herein. The retirement payment shall be a one-time lump sum payment.

Employees must have at least ten (10) years of service with the Township to receive this benefit.



## ARTICLE XXXII - TERM OF AGREEMENT

This Agreement represents the entire Agreement by and between the Parties with Respect to the subject matter hereof and supersedes all prior agreements and Understandings with respect thereto. No change or modification to this Agreement shall be Enforceable against any party unless the same is in writing and signed by the party Against whom enforcement is sought.

This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2023 and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to April 1, 2023, or prior to ninety (90) days of the expiration date of June 30, 2023 of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended and remain in full force and effect until the negotiations have been completed and a new Agreement takes effect.

ATTACHMENT "A"  
TRAFFIC GUARD OFFICE - ASSISTANT SUPERVISOR/CLERK  
JOB DESCRIPTION

Definition:

Under direction of the Supervisor, assists with the office duties assigned by the Supervisor. The Assistant Supervisor position will be a permanent position.

When Supervisor is absent for one day to less than 2 weeks:

The assistant will perform daily duties of the Supervisor; checking for phone calls and covering posts; picking up mail; collecting timesheets and doing payroll if Supervisor's absence is during pay day week; taking messages; handling any issue that cannot wait until the Supervisor's return – will call the superior officer or Supervisor (if available) with issue and receive approved confirmation of outcome. The assistant will still work their assigned posts.

The assistant shall not: check posts; have access to personnel records; discipline; hire; or fire any guards.

When Supervisor is absent for extended period of time:

With the approval and supervision of the superior officer or Supervisor (if available), the assistant supervisor will perform all duties of the Supervisor.

Example of Work:

Assists the Traffic Guard Supervisor with all clerical functions; phone work and contacting phone tree captains when necessary; computer work including budgets, newsletters, interoffice memos and letters to guards; supplies; filing; copying; school calendar, uniform distribution, and back to school packets.

When needed by Supervisor will help with payroll or any duty the Supervisor requires.

Will process and train all new employees; in classroom and street training.

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the office.

Requirements:

Experience:

5 years of experience as a School Traffic Guard;

Must be able to work their assigned posts;

Must have good attendance to apply for position;

Must maintain good attendance on post and while working in office;

Must maintain all the qualifications needed to be a Traffic Guard, including, but not limited to, possessing a valid New Jersey Driver's license.

ATTACHMENT "C"  
CWA LOCAL 1036  
WILLINGBORO SCHOOL TRAFFIC GUARD UNIT  
26 HIGH STREET, MT. HOLLY, NEW JERSEY 08060 PH:609 267-1640 FAX 609 267-0483  
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 WAS PRESENTED ORALLY TO SUPERVISOR: \_\_\_\_\_  
SUPERVISORS STEP 1 DECISION: \_\_\_\_\_

DATE GRIEVANCE PRESENTED IN WRITING TO DIRECTOR OF P.S.: \_\_\_\_\_  
DATE GRIEVANCE WAS HEARD BY DIRECTOR OF PUBLIC SAFETY \_\_\_\_\_  
DIRECTOR'S STEP 2 DECISION: \_\_\_\_\_

DATE GRIEVANCE PRESENTED IN WRITING TO TOWNSHIP MANAGER: \_\_\_\_\_  
DATE GRIEVANCE WAS HEARD BY TOWNSHIP MANAGER: \_\_\_\_\_  
TOWNSHIP MANAGER'S STEP 3 DECISION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE OF UNION'S NOTICE TO TOWNSHIP MANAGER FOR STEP 4: \_\_\_\_\_  
DATE UNION FILED FOR STEP 4 (P.E.R.C. ARBITRATION): \_\_\_\_\_  
ARBITRATOR'S DECISION: \_\_\_\_\_

\_\_\_\_\_

5. STEP 4 – IF THE GRIEVANCE IS NOT RESOLVED IN STEP 3 OR IF NO DECISION IS RENDERED WITHIN FIFTEEN (15) DAYS OF THE MEETING WITH THE TOWNSHIP MANAGER THE UNION MAY, WITHIN THIRTY (30) DAYS SERVE NOTICE ON THE TOWNSHIP MANAGER THAT THE MATTER IS BEING FILED TO P.E.R.C. FOR ARBITRATION.
6. IF A NEGATIVE ACTION IS TAKEN AGAINST AN EMPLOYEE THAT DOES NOT COME FROM THE IMMEDIATE SUPERVISOR, DIRECTOR OF PUBLIC SAFETY OR HIS DESIGNEE BUT GIVEN TO THE EMPLOYEE(S) DIRECTLY BY THE TOWNSHIP MANAGER, TOWNSHIP COMMITTEE OR DESIGNEE, THE GRIEVNCE SHALL NOT BE PROCESSED AT THE INFORMAL LEVEL, STEP 1, 2 OR 3 AND SHALL PROCEED DIRECTLY TO STEP 4.