

THIS AGREEMENT, made and entered into this 1st day of January, 1980, by and between the Willingboro Township, hereinafter referred to as the "Township"; and WILLINGBORO SCHOOL TRAFFIC GUARD ASSOCIATION, hereinafter referred to as the "Association";

In consideration of the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL PURPOSE: This Agreement is entered into in order to promote harmonious relations between the Township and the Association in the best interests of the residents of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth full agreement between the parties concerning all terms and conditions of employment.

2. NON-DISCRIMINATION: The Township and the Association agree that the provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex or political affiliation or membership or legitimate activity in the Association. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

3. RECOGNITION OF BARGAINING UNIT: The Township recognizes, during the term of this Agreement, the Association as the sole and exclusive collective negotiating representative for all traffic guards employed by the Township.

X January 1, 1980 - December 31, 1981

4. 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.

5. GRIEVANCE PROCEDURE:

A. A grievance, as used herein, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

B. No settlement of a grievance shall contravene the provisions of this Agreement.

C. A day, as used herein, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

D. An aggrieved person must verbally present his grievance to his superior officer having the authority to correct the grievable event within 15 days of the occurrence of the event giving rise to the grievance or within 15 days when he should reasonably have known of its occurrence. The superior officer shall attempt to adjust the matter within 3 days by meeting with the aggrieved person, and shall render his decision in writing, with copies to the Chief of Police and the President of the Association.

E. If the aggrieved person is not satisfied with the decision required in Paragraph D, or if no decision is rendered within the 3 day period, it shall be reduced to writing by the

aggrieved person and presented to the Chief of Police within 5 days after the decision is rendered or after the expiration of the three day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Association. The Chief of Police, or his designated representative, shall meet with the aggrieved person and any representative of the Association he shall designate in an attempt to adjust the matter within 5 days, and shall render his decision in writing, with copies to the aggrieved person, the President of the Association and the individual rendering the decision at the first level of this procedure.

F. If the aggrieved person is not satisfied with the decision rendered in Paragraph E, or if no decision is rendered within the 5 day period, it shall be presented to the Township Manager within 5 days after the decision is rendered or after the expiration of the 5 day period provided for in Paragraph E, or if no decision is rendered. The written grievance shall include the information set forth in Paragraph E and attached thereto shall be copies of the decisions at the first and second levels, if rendered. A copy of the grievance shall be served upon the Chief of Police and upon the President of the Association. The Township Manager, or his designated representative,

shall meet with the aggrieved in an attempt to adjust the matter within 30 days, and shall render his decision in writing, with copies to the aggrieved person, the Chief of Police and the President of the Association.

G. If a grievance is not appealed within the time limits hereinabove described, it shall be deemed settled.

6. SALARY: Members of the Association shall be compensated in accordance with the following schedule:

<u>LEVEL</u>	<u>1980</u>	<u>1981</u>
A	3.10	3.35
B	3.23	3.46
C	3.36	3.60
D	3.49	3.73
E	3.62	3.87
F	3.75	4.01
G	3.98	4.26

7. SICK LEAVE: Members of the Association shall each be entitled to three (3) days of leave, which may be used for reasons of sickness or other personal reasons,

Up to six (6) unused
personal leave days may be carried over from year to year.

8. UNIFORMS AND CLEANING ALLOWANCE: Members of the Association shall be supplied by the Township at its sole expense with uniforms, which shall be worn by members while on duty. The Township shall also provide to the members, a cleaning allowance for the cost of maintenance of the uniforms in the sum of \$100.00 to be paid during the month of January.

9. HOLIDAYS: If any member of the Association shall work on any day designated as a specific holiday date by Township Council, the employee shall be compensated at the rate of two times the applicable hourly amount.

10. ASSIGNMENT TO HAZARDOUS POSITION: Any member of the Association who is assigned by the Township to a position determined by the Township to be hazardous shall receive a one-grade increase in compensation. If the individual is presently at Grade G, and is entitled to a grade increase by reason of being assigned to a hazardous position, that person shall receive a .12 cent per hour increase in the hourly amount of pay.

11. INSURANCE: In accordance with applicable law and regulation, members of the Association shall be covered by workers' compensation, unemployment social security insurance, and shall be enrolled in the Public Employees Retirement System.

12. TERM OF AGREEMENT: This Agreement shall be for a term of two (2) years, commencing on and retroactively applied to January 1, 1980, and shall terminate on December 31, 1981. It shall continue in effect for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to September 1, 1981, or prior to September 1 of the appropriate succeeding twelve-month (12) period, of its desire to negotiate a new contract. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the limits provided for herein, and no Agreement shall have been reached on the date this Agreement expires, such Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

13. FULLY BARGAINED FOR: This Agreement represents and contains the full agreement of the parties as to terms and

conditions of employment and nothing which is not written herein shall be referred to in connection therewith.

I N W I T N E S S W H E R E O F, the parties hereunder have caused this Agreement to be executed on the day and year first above written.

TOWNSHIP OF WILLINGBORO

By: Marie White Bell
MARIE WHITE BELL, MAYOR

ATTEST:

Lenore Stern
LENORE STERN, CLERK

WILLINGBORO SCHOOL TRAFFIC
GUARD ASSOCIATION

By: Barbara R. Spilla