

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWNSHIP OF WILLINGBORO
AND THE WILLINGBORO SCHOOL TRAFFIC
GUARD ASSOCIATION

THIS AGREEMENT, made and entered into this 16th day of
March, 1982, by and between the Township of Willingboro, Township of
after 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 agree-
ment 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 refer-
ences 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.

KEARNS, VASSALLO,
KEARNS & LEBON
ATTORNEYS AT LAW
215 SUNSET ROAD
WILLINGBORO N J 08046
(609) 877-6550

x March 15, 1982 - March 15, 1984

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.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management of 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 L, or if no decision is rendered. The written grievances 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 schedules:

| <u>CATEGORY</u> | <u>HOURLY RATE</u> <u>1st Contract Year</u> | <u>HOURLY RATE</u> <u>2nd Contract Year</u> |
|-----------------|--|--|
| A | \$ 3.35 | \$ 3.35 |
| B | \$ 4.00 | \$ 4.30 |
| C | \$ 4.70 | \$ 5.00 |

A. Category A shall include those employees with less than one year employment by the Township of Willingboro as a School Crossing Guard.

B. Category B shall include those employees with more than one year but less than six years continuous employment by the Township of Willingboro as a School Crossing Guard.

C. Category C shall include those employees with more than six years continuous employment by the Township of Willingboro as a School Crossing Guard.

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

E. The individual assigned as School Crossing Guard Lieutenant shall receive \$5.00 per hour in the first contract year and \$5.35 per hour in the second contract year.

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 is 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 \$10.00 per working month.

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

10. INSURANCE: In accordance with applicable laws and regulations, members of the Association shall be covered for workers' compensation; unemployment; social security and shall be enrolled in the Public Employees Retirement System.

11. PAYMENT OF WAGES: During the term of this contract and beginning in April, 1982, the wages of the members of the Association shall be paid on the 1st and 15th day of each month. The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer one week in advance of the payday.

12. EXTRA DUTY: Whenever a member shall be called in for extra duty, beyond the regularly scheduled duty hours, the member shall be guaranteed two (2) hours minimum duty.

13. TERM OF AGREEMENT: This Agreement shall be for a term of two (2) years, commencing on March 15, 1982, and shall terminate on March 14, 1984. It shall continue in effect for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to November 1, 1983, or prior to November 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, the Agreement shall be extended until negotiations have been completed and a new Agreement takes effect.

14. FULLY BARGAINED FOR: This Agreement represents and contains the full agreement of the parties as to the terms and conditions of employment and nothing which is not written herein shall be referred to in connection therewith.

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed on the day and year first above written.

TOWNSHIP OF WILLINGBORO

By: James E. Ayres
JAMES E. AYRES
Mayor

ATTEST:

Lenore Stern
LENORE STERN, CLERK

WILLINGBORO SCHOOL TRAFFIC CROSSING
GUARDS

By: Shelby M. Whitlock
President

ATTEST:

Barbara Anderson
Vice-President