

665

COLLECTIVE BARGAINING AGREEMENT

between the

WILLINGBORO SCHOOL TRAFFIC GUARD ASSOCIATION

and the

TOWNSHIP OF WILLINGBORO

WHEREAS, the **Township of Willingboro** is a public body politic and corporate formed as the Constabulary of Wellingborrow on November 6, 1688; and further incorporated as Willingborough Township on February 21, 1798, pursuant to "An Act incorporating the Inhabitants of Townships, designating their Powers, and regulating their Meetings", P.L.1798, p. 289; the name was changed, pursuant to a referendum held November 3, 1959, to Levittown Township; the name was further changed, pursuant to referendum held November 12, 1963, to Willingboro Township, as recorded in P.L. 1963, p. 1167; the said Township of Willingboro being governed generally by the provisions of Title 40 of the New Jersey Revised Statutes and specifically pursuant to Council-Manager Plan E of "An act concerning municipalities, providing a plan for optional charters and for the manner of adoption and effect thereof", otherwise known as "The Optional Municipal Charter Law", L. 1950, c.210, and the acts amendatory thereof and supplemental thereto, and

WHEREAS, the **Township Council of the Township of Willingboro** is the duly constituted and elected Governing Body of the Township of Willingboro, and

WHEREAS, the **Willingboro School Traffic Guard Association** is a duly constituted and recognized bargaining unit and representative of certain employees, as set forth in this Agreement,

WITNESSETH

THIS AGREEMENT, is made and entered into this 17th day of January, 1995, by and between the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO**,

a body corporate and politic, hereafter referred to as the "Township"; and the **WILLINGBORO SCHOOL TRAFFIC GUARD ASSOCIATION**, hereafter referred to as the "Association";

IN CONSIDERATION of mutual promises contained herein, **IT IS HEREBY AGREED AS FOLLOWS:**

1. GENERAL PURPOSES: 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 the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties resulting from collective bargaining.

2. NON-DISCRIMINATION: The Township and the Association agree that all provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination. All references in this 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 Association membership.

3. RECOGNITION OF BARGAINING UNIT: The Township, in accordance with the P.E.R.C. certification, recognizes the Association as the sole and exclusive collective negotiating representative for all Crossing Guards employed by the Township. Specifically excluded are all other employees of the Township.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the Crossing Guard function, subject to the provisions of this Agreement.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters 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.

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

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person, which may include the Association, must present the grievance to the Division Commander (Administrative Services), in writing, within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Commander shall attempt to adjust the matter within three (3) days by meeting with the aggrieved person, or with the representative of the Association, designated by the Association, where the grievance is presented by the Association, and shall render a decision in writing, with copies to the Director of Public Safety and to the President of the Association.

5.5. If the aggrieved person is not satisfied with the decision required in Paragraph 5.4, or if no decision is rendered within the three (3) day period, the grievance shall be presented, in writing, by the aggrieved person to the Director of Public Safety within five (5) days after the decision is rendered or after the expiration of the three (3) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party, or by the President of the Association 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 Director of Public Safety, or the designated representative of the Director of Public Safety shall meet with the aggrieved person, and a representative of the Association, designated by the Association, and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within five (5) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of the Association.

5.6. If the aggrieved person is not satisfied with the decision rendered in Paragraph 5.5 or if no decision is rendered within the five (5) day period, it shall be presented to the Township Manager within five (5) days after the decision is rendered or after the expiration of the five (5) day period provided for in Paragraph 5.5, if no decision is rendered. The written grievance shall include the information set forth in Paragraph 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and the representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Association.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of the Section 5.6, the Association may, within ten (10) days after the decision of the Township Manager or within ten (10) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of *N.J.A.C. 19:12-5.1 et seq.* The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne by the party which does not prevail in the

determination of the arbitrator, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. NON-CONTRACT GRIEVANCES AND DISCIPLINARY ACTIONS:

6.1. Non-contract grievances and disciplinary actions, including, but not limited to, suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee shall follow the procedures and shall be reviewable in the same manner as set forth in Sections 5.1 through 5.6 of this Agreement.

6.2. The decision of the Township Manager shall be final and shall not be subject to further appeal or arbitration.

6.3. If a grievance or disciplinary action is not appealed within the time limits set forth above, the grievance shall be deemed settled.

7. SALARY:

7.1. The Schedule below is established as the rate of compensation for a post assignment for Crossing Guard during the term of this Agreement:

For the Period from July 1, 1994, to June 30, 1995

	1st Post		2nd Post	
	AM	PM	AM	PM
Class A	\$ 9.13	\$ 9.13	\$ 3.42	\$ 3.42
Class B	10.27	10.27	4.57	4.57
Class C	11.41	11.41	6.23	6.23

For the Period from July 1, 1995, to June 30, 1996

	1st Post		2nd Post	
	AM	PM	AM	PM
Class A	\$ 9.47	\$ 9.47	\$ 3.55	\$ 3.55
Class B	10.66	10.66	4.74	4.74
Class C	11.84	11.84	6.46	6.46

For the Period from July 1, 1996, to June 30, 1997

	1st Post		2nd Post	
	AM	PM	AM	PM
Class A	\$ 9.83	\$ 9.83	\$ 3.68	\$ 3.68
Class B	11.06	11.06	4.92	4.92
Class C	12.28	12.28	6.70	6.70

On those rare occasions when a third post is required, compensation shall be in accordance with the rate of compensation established the 2nd post.

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

7.3. 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 Crossing Guard.

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

7.5. 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 Crossing Guard.

7.6. The effective date for this Agreement shall be retroactive to July 1, 1994. It shall specifically not be retroactive as to any School Crossing Guard who was employed during the period beginning July 1, 1994, and ending December 6, 1994, who was not employed by the Township as a School Crossing Guard as of December 6, 1994.

7.7. A School Crossing Guard may be required to remain at a post, whether AM or PM, for as long as one (1) hour. Any School Crossing Guard assigned to a post in either the morning or afternoon which extends beyond one (1) hour shall receive compensation at the second post rate.

7.8. Additional details, which may include, but are not limited to Graduation, Dog Clinic, Parades and Dog Census will be paid at the following hourly rate.

	1994-95	1995-96	1996-97
Class A	Minimum Wage	Minimum Wage	Minimum Wage
Class B	\$ 7.02	\$ 7.29	\$ 7.56
Class C	\$ 8.52	\$ 8.84	\$ 9.17

Compensation for the 1994 Dog Census shall be in accordance with the 1994 Willingboro Township Salary Ordinance.

7.9. Any School Crossing Guard who is assigned a new Crossing Guard for purposes of training will receive an additional \$3.00 for each day of the assignment.

8. SICK AND PERSONAL LEAVE; EMERGENCY INABILITY TO REPORT FOR DUTY:

8.1. Members of the Association shall each be entitled to five (5) days of leave which may be used for reasons of sickness or other personal reasons.

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

8.3. In addition to the personal leave provided in Section 8.1, a member of the association shall be entitled to three (3) days bereavement leave in the event of the death of a father, mother, spouse, son or daughter.

8.4. Whenever a member of the Association intends to use a personal day, that employee shall provide notification at least four days in advance 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.

8.5. Whenever a member of the Association is unable to report for duty on an emergency basis, that employee shall provide notification at least one hour in advance 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.

9. UNIFORMS AND CLEANING ALLOWANCE:

9.1. Crossing Guards shall be supplied by the Township with uniforms as required by law, *N.J.S.A. 40A:9-154.3*, which shall be worn while on duty in accordance with Police Department Regulations.

9.2. The Township may, in its sole determination, provide uniforms beyond that required by law, which shall be worn while on duty in accordance with Police Department Regulations.

9.3. The Township agrees to provide the Crossing Guards with a cleaning allowance in the amount of Two Hundred Fifty Dollars (\$250.00) per year during the term of this Agreement, payable quarterly at the end of each calendar quarter worked. Payments shall be made with the last payroll in March, June, September, and December.

10. HOLIDAYS: If any member of the Association shall work a detail 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 rate. Veterans Day shall be recognized as a holiday for the purposes of this section.

11. EMERGENCY SCHOOL CLOSING: In the event of an emergency school closing where the school Crossing Guard has not been notified at least one-half hour before the scheduled start of the post, that school Crossing 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 payment does not result in the school Crossing Guard receiving greater compensation than would have been received if there had not been an emergency school closing.

12. COMMUNICATIONS AND NOTICES:

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

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

12.3. It is the responsibility of each School Crossing 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.

13. INSURANCE:

13.1. In accordance with applicable laws and regulations, Crossing Guards shall be covered for Worker's Compensation, unemployment; social security, and shall be enrolled in the Public Employees Retirement System.

13.2. The Township shall include with the year-end statement of wages paid to each employee who is enrolled in the Public Employees Retirement System a statement as to the amount deducted from the wages of each employee as a contribution to the Public Employees Retirement System.

13.3. The Township shall include with the year-end statement of wages paid to each employee a statement as to the amount deducted from the wages of each employee as a contribution to Social Security, Unemployment Insurance and Disability Insurance.

14. MEDICAL AND HOSPITALIZATION INSURANCE: Any Crossing 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 Crossing Guard and shall require no contribution or expense on the part of the Township. The premium charged to the Crossing 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.

15. PAYMENT OF WAGES: During the term of this contract, the wages of the members of the Association shall be paid on the 15th and last 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. Whenever the Township receives notification of a change in deductions to be made from the wages of the members of the Association, except for voluntary or court ordered deductions, the Township shall give the members notice of the change with the next

payroll, provided that it is reasonably possible to do so. The Township may, at its option, revise the pay day to bi-weekly.

16. EXTRA DUTY:

16.1. 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 daily.

16.2. Whenever extra traffic control duty opportunities are to be made available to School Crossing Guards, those opportunities shall be offered to members of the Association in accordance with a list of School Crossing Guards maintained by the Township. The list shall include all School Crossing Guards employed by the Township with the most senior School Crossing Guard 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 School Crossing Guard will be offered an opportunity for extra duty before returning to the most senior School Crossing Guard on the list.

17. LEAVE OF ABSENCE: A member may take a Leave of Absence, without pay, when authorized by the Township, on the same standards as are applied to other employees, for a period not to exceed thirty (30) days within any calendar year without loss of the established hourly rate for that member. Any member who exceeds the thirty (30) day Leave of Absence, without pay, will be considered as a new employee of the Township upon any subsequent employment.

18. 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 Article 18.5 below.

18.1. 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.

18.2. 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.

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

18.4 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.

18.5 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.

19. FULL UNDERSTANDING AND EFFECT OF SUBSEQUENT LEGISLATION: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event any federal or state legislation or regulation is passed or there is any judicial decision which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation, regulation or judicial decision and the appropriate action to be taken as a result thereof. No modification or vacation of any term or condition of employment established in this Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this Agreement.

20. ANNUAL CHANGE IN POST ASSIGNMENT. 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 guards then employed within the unit who have less than four hour daily posts. That is, each opening shall first be offered to the Crossing Guard with the most seniority among those current members having less than a four hour daily post. If that Crossing Guard rejects the offer, the available post shall then be offered to the next most senior Crossing Guard having less than a four hour daily post, and so on until one guard from among that group accepts it. If no one in that group accepts the post, the Township shall have the right to fill the post without regard to any seniority preference. No guard who has been offered and has accepted a post under this procedure shall have the right to more than one such offer within the period commencing September 1st and ending on the following August 31st..

21. PAYROLL DEDUCTION OF ASSOCIATION DUES:

21.1. The Township agrees to deduct the dues of members of the Association from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of the Association setting forth the amount of the dues and the names of the members of the Association.

21.2. The Association agrees that any changes in the membership of the Association by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change.

21.3. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.

21.4 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5*, and in accordance with the specific limitations

contained herein, to deduct from the wages due to nonmember employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Association in an amount which it is agreed shall be equivalent to and shall not exceed fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The procedures set forth in Section 19.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

22. TERM OF AGREEMENT: This Agreement shall be in full force and effect from July 1, 1994, through June 30, 1997, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to April 1, 1997, or prior to April 1st of the appropriate succeeding twelve (12) month period, 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 until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST



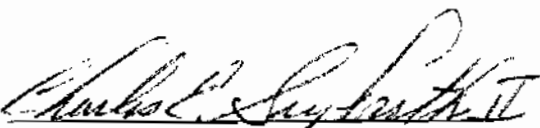
Marie Annese
Deputy Township Clerk

TOWNSHIP OF WILLINGBORO



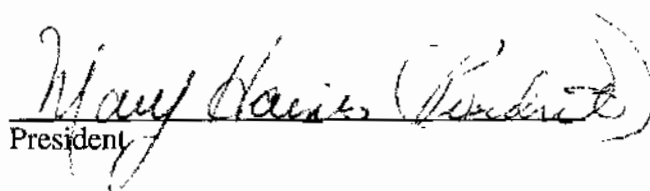
Paul Krane
Mayor

ATTEST



Secretary

**WILLINGBORO SCHOOL TRAFFIC
GUARD ASSOCIATION**



President