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AGREEMENT BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

LOCAL 1036

WILLINGBORO SCHOOL TRAFFIC GUARDS

AND

THE TOWNSHIP OF WILLINGBORO

JULY 1, 2023 THROUGH JUNE 30, 2027

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ARTICLE I - PREAMBLE

This Agreement is entered into by the Township of Willingboro referred to as the “Employer” and the employees of the Willingboro Traffic Guard Unit, Communications Workers of America, AFL-CIO hereinafter referred to as the “Union” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of employment for the employees represented by the Union.

Throughout this negotiated agreement, employees covered by the contract will be referred to as “Traffic Guards”, Guards or “employees”.

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 "Head Clerk".

The title of "Head Clerk" position that is 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. This position is located in the Supervisor's Office.

See Contract Attachment "A" - Definition and Job Duties for the Position of "Head Clerk"

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

ARTICLE III - HOURS OF WORK

Hours of work shall be determined by the Township. Changes in the hours of work will be negotiated between the parties and agreed upon in writing.

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.

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

The rates paid for each of these positions shall be the employees' regular hourly pay rate outlined in Article VI, under "Additional Duties pay rates" listed in this agreement.

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.

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.

There shall be no movement on the salary guide upon expiration of this Agreement. The percentage increases below are retro to July 1st of each contract year and are as follows:

- 3% increase July 1, 2023 3% increase July 1, 2026
- 3% increase July 1, 2024
- 3% increase July 1, 2025

Head Clerk- will receive a differential equivalent to the salary to the salary percentage increase per each year of the contract.

HOURLY RATES:

| | 6/30/23 | 7/1/23 TO 6/30/24 | 7/1/24 TO 6/30/25 | 7/1/25 TO 6/30/26 | 7/1/26 TO 6/30/27 |
|---------|----------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| CLASS A | \$19.16 | \$19.73 | \$20.32 | \$20.93 | \$21.56 |
| CLASS B | \$21.22 | \$21.86 | \$22.52 | \$23.20 | \$23.90 |
| CLASS C | \$23.28 | \$23.98 | \$24.70 | \$25.44 | \$26.20 |
| CLASS D | \$25.34 | \$26.10 | \$26.88 | \$27.69 | \$28.52 |

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, 2023. 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.

ADDITIONAL DUTIES: At times the Township may have available work which would be offered to the Willingboro Traffic Guards, such work may include, bicycle registrations, parades or special events and Graduation needing traffic and pedestrian control. The rates and procedure below shall be followed if work is made available:

- A. Volunteer Basis
- B. Any required training to be able to perform these duties
- C. Dog Census: If dog census work is offered it will be available to all Guards on a seniority basis and will also be considered as a volunteer basis, however if you refuse dog census work the Township shall list your unemployment paperwork as a "refusal" for only the dog census work. The Unemployment Agency will determine if you are eligible for benefits or not.

All Guards, including new Guards that are required to attend Sheriff Training shall be paid for all hours in attendance at the **at the employee's regular hourly rate in each year of the agreement.**

All Guards who attend MEL training will receive 2 hours compensation at the employees regular hourly rate with proof of successful completion of such training.

All Guards, including new Guards that are required to attend Employer yearly meetings shall be paid at a minimum of 2 hours at the **Employee's regular hourly rate in each year of the agreement.**

The rates for additional duties are paid at the employee's regular hourly rate in each year of the agreement.

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 VIII - LAYOFF AND RECALL

Layoff and Recall of bargaining unit employees shall be done in accordance with the regulations of the Civil Service for all bargaining unit employees, including those hired after April 1979. If for any reason those regulations change or do not apply, the Employer shall conduct layoff and recall by the date of hire using seniority in a layoff with the least senior person being laid off first and the most senior person being laid off last. In recall the most senior person will be the first to be called back and the least senior person will be the last to be called back.

It is understood that if there were to be a material change in the Civil Service Laws and or regulations, or if there were to be a decision to no longer be a civil service jurisdiction that the administrative and procedural provisions of the Civil Service Laws and Regulations as set forth at the time of the negotiations of this Agreement and or including the agreement after it has been executed, this agreement shall continue in full force and effect and all current regulations shall be part of this agreement until modified by the parties. The parties to this Agreement shall meet and discuss transition issues in the event that there is a decision by the governing body to seek to no longer be a civil service jurisdiction or if any provisions of Civil Service are waived. Such negotiations shall include but not be limited to, discipline, layoff, recall, appeals, seniority, bumping rights etc. The Employer shall not implement any changes that have not been agreed by the Union.

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 (10th) 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 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The Employer will forward any request to halt dues to the Union's (Trenton Office) no later than the third business day after receipt of the request from the employee.
3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to the effective date of such change and shall furnish the Employer a certified copy of the resolution, including dues changing and the effective date of such changes.

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 XI - EDUCATION/TRAINING REIMBURSEMENT

Any bargaining unit employee who is assigned a new Traffic Guard for purposes of Training will receive additional compensation of \$10 for each day of the assignment.

CPR And First Aid:

All bargaining unit employees shall have the right to attend a certified course for CPR and First Aid with all costs incurred paid for by the Township including their hourly rate of pay that they would have received if assigned on their post or posts. CPR and First Aid shall be voluntary however, the employee must notify the Township of any request to attend CPR and/or First Aid classes. Once notified, the Township will make the necessary scheduling arrangements to have the post covered.

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 XIII - INSURANCE/PERS

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

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.

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.

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 30th 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 15th, 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

kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Union and the Employer.

G. The Union shall be granted ten (10) paid and five (5) unpaid days leave time total, in each year of the agreement to attend to union business. The Union shall provide a one week (1) notice to the Employer with the names of the individuals who shall be released.

H. The Union may distribute literature to members of the bargaining unit on the premises, so long as it is not disruptive of the Township business.

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 XVI - 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 bargaining unit who have less than four hour daily posts.

That is, each opening shall first be offered to the Traffic Guard with the most seniority among those current employees having less than a four-hour post.

If that Traffic Guard rejects the offer, the available post shall then be offered to the next most senior Traffic 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 then offer the open post to the most senior substitute guard and so on until the post is filled. 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.

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.

If any employee feels they have been discriminated against on the basis of a protected characteristic they should immediately report this concern to the Office of the Township Manager.

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

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.

For Non Substitute Guards:

In addition to the paid personal leave provided above, an employee of the bargaining unit shall be entitled to paid bereavement leave. An employee will be allowed the following time off in the case of the death of: Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a Person residing with the member and is dependent upon the member, Domestic partner, Civil Union partner, from day of death up to the equivalent of one (1) work week.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave subject to the approval of the Director of Public Safety.

An employee will be allowed the following paid time off in the case of the death of: Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, cousin of the first degree, on the day of burial.

Employees who need additional time beyond that provided above may receive up to an additional five working days of bereavement leave utilizing personal leave, subject to the approval of the Director of Public Safety.

It is understood that Bereavement Leave is granted on an as needed basis and is not accrued from year to year.

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 XIX- LEAVE OF ABSENCE

A bargaining unit employee may take a Leave of Absence, without pay, when authorized by the Township, based on the same standards as are applied to other employees, for a period not to exceed twelve (12) months within any calendar year without loss of the established hourly rate and seniority for that employee. Any employee who exceeds the twelve (12) months unpaid Leave of Absence, without prior authorization, will be considered as a new employee of the Township upon any subsequent employment, however, an employee who returns from an approved leave of absence after the twelve (12) month period shall have their pay rate and seniority applied at the discretion of the Employer.

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 XXI - HEALTH AND SAFETY COMMITTEE

The Union shall have a representative on the Township's Health and Safety Committee.

The Committee meets on an as needed basis and to discuss health and safety 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 XXIII - UNIFORMS AND CLEANING ALLOWANCE

Bargaining unit employees shall be supplied by the Township with uniforms as required by law, N.J.S.A.40A:9-154.3, and as listed below, which shall be worn while on duty in accordance with Police Department Regulations.

The Township shall supply the following items and replace such items upon necessity for wear and tear to all guards including new hires without any cost to the employee:

- | | |
|---|----------------------------------|
| Stop Sign | ID (Patches & ID Card) |
| Vest | Flashing Light or Flashing Wands |
| Whistle and Lanyard | Safety Cones |
| 1 Waterproof heavy winter coat | Hats |
| 2 Shirts (1 long sleeve & 1 short sleeve) | Raincoat |

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.

The Township agrees to provide bargaining unit employees with an annual boot/shoe card up to one hundred dollars (\$100.). This will be used at a vendor designated by the township.

The Township agrees to provide bargaining unit employees with a cleaning allowance in the amount of Three Hundred and Twenty Five Dollars (\$325.00) 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.

Employees' may use part of their cleaning allowance to purchase shoes and/or boots.

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 XXV- WORKER'S COMPENSATION

Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.

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 XXVII - JURY DUTY

If a bargaining unit employee is called to serve on a Jury, they shall be paid their regular pay upon turning over his/her Jury check to the Employer for the number of days absent from his/her employ.

If a bargaining unit employee is required to appear in court for matters concerning the employer they shall suffer no loss in pay for the time they were required to appear in court.

In all matters where a bargaining unit employee will be absent due to Jury Duty, appearance in Court, or any other legal matter, the employee will provide the employer with prompt notice of such Jury Duty notice, Subpoena, or other legal document that will provide the name(s), date(s), time(s), location(s) that the employee will be required to appear.

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.

ARTICLE XXIX - GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as any alleged breach, misinterpretation, misapplication or violation of a provision or terms of the collective bargaining agreement or claimed violation, or non-contract grievance, defined as an alleged breach of Township Policy or Standard Operating Procedures for the bargaining unit, and Matters within the jurisdiction of the Civil Service, including but not limited to suspensions, discharges or any other administrative action affecting the classification or status of an employee. No settlement of a grievance shall contravene the provisions of this Agreement.

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

STEP ONE:

The grievant and the Union, must orally present the grievance to his or her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the grievant should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within fifteen (15) days by meeting with the grievant and the Union, and shall render a decision in writing, with copies to the Director of Public Safety, Township Manager and to the Union.

STEP TWO:

If the Union is not satisfied with the decision of the immediate supervisor, or if no decision is rendered within the fifteen (15) day period, the grievance shall be reduced to writing by the

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.

The Township Manager, or the designated representative of the Township Manager, shall meet with the grievant and the Union in an attempt to adjust the matter within thirty (30) days of receiving the grievance, and shall render a decision in writing, within fifteen (15) days of the grievance meeting, with copies to the grievant, the Union, the Director of Public Safety, and the immediate supervisor.

STEP FOUR:

In the event of a negative decision by the Township Manager, if no decision is rendered by the Township Manager within fifteen (15) days of the grievance meeting, the Union may, within thirty (30) days 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 the 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 shared equally, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

GENERAL RULES:

1. Discipline and Termination shall be for just cause.
2. Discipline must be fundamentally fair and when disciplined is imposed, after a hearing is held, and the employee is not satisfied with the charges filed and the recommended penalty, he or she may exercise their right to file a formal grievance.
3. Discipline shall be progressive in nature and corrective in intent; however, the type and nature of discipline is determined by the seriousness of the alleged violation.
4. If an employee is charged with a violation of rules and regulations, and the employee does not want Union representation in the matter he or she can enter a plea of guilty and shall be permitted to present mitigating circumstances to the law enforcement executive prior to being assessed a penalty, however, no settlement of the matter shall contravene any provisions of this Agreement and the employee must state in writing that they do not want Union representation. The Employer will provide the Union with any request by an employee to waive Union representation.

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.

13. At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
14. Extensions of time limits may be mutually agreed to between the Employer and the Union.
15. Decisions that have a negative impact on employees', that are implemented directly by the Township Manager or its designee or implemented by Township Committee or its designee shall not be processed at the informal level or Step 1, 2, or Step 3 levels and shall proceed directly to Step 4 level with notice to the Employer as described in Step 4.

ARTICLE XXX - RETIREMENT

Employees who retire after ten (10) years of service with the Township shall receive \$175.00 (one hundred and seventy-five dollars for each year employed with the Township upon retirement. If they retire prior December 31st 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 XXXI - SAVINGS CLAUSE

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 negotiate 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 the Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this agreement; all other provisions of this agreement shall not be affected thereby and shall continue in full force and effect.

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, 2023 through June 30, 2027.

SIGNATURE SHEET

In witness whereof, the parties hereto have caused this agreement to be executed by their Council, C.W.A. President, Staff Representative and Negotiation Committee Members, and attested by the Clerk and their seal to be hereto affixed this 19 day of APRIL 2024

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

FOR THE TOWNSHIP

Adam Liebtag
ADAM LIEBTAG, PRESIDENT

Kaya T. McIntosh
MAYOR KAYA MCINTOSH

Leroy T. Baylor
CWA NATIONAL REPRESENTATIVE

Dwayne Harris
DWAYNE HARRIS, TOWNSHIP MANAGER

Billie Scelza
BILLIE SCENZA
STAFF REPRESENTATIVE

Brandon Garcia
BRANDON GARCIA
TOWNSHIP CLERK Deputy Clerk

Kathleen Paynter
KATHLEEN PAYNTER
SHOP STEWARD

James Morris
JAMES MORRIS
NEGOTIATION COMMITTEE MEMBER

Robin Williams
ROBIN WILLIAMS
NEGOTIATION COMMITTEE MEMBER

ATTACHMENT "A"
TRAFFIC GUARD OFFICE - HEAD 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.

Knowledge and Abilities:

Advanced knowledge of computer systems including but not limited to: Microsoft Office and Excel;

Ability to perform general clerical duties, such as: filing, copying documents etc.;

Ability to maintain records and files;

Ability to read, write, speak, understand and communicate in English sufficiently to perform duties of this position;

Ability to follow direction;

Ability to utilize various types of electronic and/or manual recording and information systems used by the Traffic Guard Supervisor in the office;

Ability to work with other while maintaining professional work ethics.

Head Clerk position in Traffic Guard Office – Job Description

Under direction of the Supervisor, assists with the office duties assigned by the Supervisor.

The Clerk position will be a permanent position.

Examples of Work, Requirements, Knowledge and Abilities; Same as above

ATTACHMENT "B"
SENIORITY LIST – NAMES AND HIRE DATES

| <u>NAME</u> | <u>HIRE DATE</u> |
|----------------------|------------------|
| Kathleen Adams | 08/15/14 |
| Odell Albert Jr. | 03/30/15 |
| Morris Armstrong | 08/27/14 |
| Sahar Ayyoub | 09/08/99 |
| Laurence Beckett | 01/10/05 |
| Alea Bentley | 05/12/23 |
| Percelle Brown | 09/09/16 |
| Violette Browning | 02/10/17 |
| Joan Case-Carpenter | 08/12/16 |
| Marivel Cartwright | 02/07/22 |
| Catherine Covington | 05/12/23 |
| Karen Dubell | 08/16/90 |
| Karen Ellsworth | 01/17/14 |
| Sharon Felton | 01/27/23 |
| Margaret Gasser | 08/19/81 |
| Gilbert Horn | 01/04/07 |
| Sally Howard | 09/05/14 |
| Jacqueline Johnson | 09/11/00 |
| Carl Jones | 09/23/16 |
| Gladys Jones | 11/01/13 |
| Vivian Leach | 09/29/86 |
| Jacqueline Leone | 08/26/14 |
| Ann Lewis | 12/04/07 |
| Ramona McGowan | 02/07/89 |
| Andrew McNinch | 11/22/19 |
| James Morris | 10/31/11 |
| Melissa Murray | 08/25/17 |
| Wanda Oliver | 08/04/93 |
| Evelyn Parrish | 10/31/11 |
| Kathleen Paynter | 05/01/95 |
| Rose Marie Robinson | 03/02/12 |
| Carol Rita Rodriguez | 01/13/23 |
| Yvonne Rogers | 05/08/08 |
| <hr/> | |
| Betty Ann Smith | 09/16/13 |
| Margaret Steele | 09/11/17 |

| | |
|-------------------|----------|
| Darrell Stewart | 01/12/24 |
| Georgianna Stokes | 08/25/17 |
| Syndney Taylor | 04/01/22 |
| Richard Thomas | 04/01/22 |
| Charles Thomas Jr | 05/12/23 |
| Bernice Williams | 04/01/22 |
| Janice Williams | 09/12/01 |
| Robin Williams | 09/05/14 |
| Zelma Williams | 10/14/92 |

| | |
|-------------------|----------|
| Betty Ann Smith | 09/16/13 |
| Margaret Steele | 09/11/17 |
| Georgianna Stokes | 08/25/17 |
| Janice Williams | 09/12/01 |
| Robin Williams | 09/05/14 |
| Zelma Williams | 10/14/92 |

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: _____

INSTRUCTIONS

1. A DAY, AS USED IN THIS PROCEDURE IS DEFINED AS A WEEKDAY, WHICH SHALL EXCLUDE SATURDAY, SUNDAY AND HOLIDAYS.
2. STEP 1 – GRIEVANCE MUST BE ORALLY PRESENTED TO THE IMMEDIATE SUPERVISOR WITHIN FIFTEEN (15) DAYS OF THE OCCURRENCE OR WITHIN FIFTEEN (15) DAYS OF WHEN THE GRIEVANT SHOULD REASONABLY HAVE KNOWN OF THE OCCURANCE.
THE IMMEDIATE SUPERVISOR SHALL MEET WITH THE GRIEVANT AND OR UNION AND RENDER A DECISION IN WRITING WITH COPIES TO THE DIRECTOR OF PUBLIC SAFETY, TOWNSHIP MANAGER, GRIEVANT AND UNION WITHIN FIFTEEN (15) DAYS OF THE MEETING.
3. STEP 2 – IF THE GRIEVANCE IS NOT RESOLVED IN STEP 1 OR IF NO DECISION IS RENDERED WITHIN THE FIFTEEN (15) DAY TIME FRAME THE GRIEVANCE MUST BE REDUCED TO WRITING AND PRESENTED TO THE DIRECTOR OF PUBLIC SAFETY WITHIN FIFTEEN (15) DAYS AFTER THE DECISION OF THE IMMEDIATE SUPERVISOR OR AFTER THE EXPIRATION OF THE FIFTEEN (15) DAY PERIOD IF NO DECISION IS RENDERED.

THE WRITTEN GRIEVANCE SHALL BE DATED, SIGNED BY THE UNION AND SHALL SET FORTH THE FACTS, DATES, NAMES OF PERSONS INVOLVED, PROVISIONS ALLEGED TO BE VIOLATED AND THE REMEDY DESIRED WITH COPIES OF THE STEP 1 DECISION (IF A DECISION WAS RENDERED). COPIES SHALL BE PROVIDED TO THE IMMEDIATE SUPERVISOR AND TOWNSHIP MANAGER.

THE DIRECTOR OF PUBLIC SAFETY SHALL MEET WITH THE UNION AND GRIEVANT WITHIN FIFTEEN (15) DAYS OF RECEIVING THE WRITTEN GRIEVANCE AND RENDER A DECISION WITHIN FIFTEEN (15) DAYS AFTER THE MEETING WITH COPIES OF THE DECISION GIVEN TO THE GRIEVANT, UNION, TOWNSHIP MANAGER AND IMMEDIATE SUPERVISOR.

4. STEP 3 – IF THE GRIEVANCE IS NOT RESOLVED IN STEP 2 OR IF NO DECISION IS RENDERED WITHIN THE FIFTEEN (15) DAY TIME FRAME THE UNION SHALL PRESENT THE GRIEVANCE TO THE TOWNSHIP MANAGER. THE WRITTEN GRIEVANCE SHALL HAVE THE DECISIONS FROM STEP 1 AND STEP 2 IF RENDERED.

THE TOWNSHIP MANAGER SHALL MEET WITH THE GRIEVANT AND THE UNION WITHIN THIRTY (30) DAYS OF RECEIVING THE GRIEVANCE AND RENDER A DECISION TO THE UNION AND GRIEVANT IN WRITING WITHIN FIFTEEN (15) DAYS OF THE GRIEVANCE MEETING WITH COPIES TO THE DIRECTOR OF PUBLIC SAFETY AND THE IMMEDIATE SUPERVISOR.

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.

2020 NOV 21 P 2:00

PERC