

RESOLUTION NO. 18 - 1995

WHEREAS, Willingboro Township Council desires to enter into an Agreement with the New Jersey Department of Community Affairs during Fiscal Year 1995 for approximately \$7,000 to carry out a program to allow adults with disabilities to participate in social, cultural, performing arts, trips, athletics, hobbies and self-improvement classes.

NOW, THEREFORE, BE IT RESOLVED, that the Willingboro Township Council does hereby authorize the execution of such a contract for the receipt of such a grant and upon receipt of the fully executed contract from the New Jersey Department of Community Affairs will expend these funds pursuant to the terms of said contract between Willingboro Township and the New Jersey Department of Community Affairs, including the provision of a local match share in the ratio of at least one local dollar for every five State dollars.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign such a contract and any other documents necessary.


PAUL KRANE, MAYOR

ATTEST:


Marie Annese
Deputy Township Clerk

Adopted - January 17, 1995

township of Willingboro

MEMO TO: Ramona Barrientos
FROM: Marie Annese
DATE: January 18, 1995
SUBJECT: 1995 Handicapped Person's Recreational Grant

Attached please find a certified copy of Resolution No. 18, 1995 which was adopted by Council at their meeting of January 17th. Also attached is an original and one copy of the agreements that was provided. Both have been signed by Mayor Krane.

/ma
Att.

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

Need:

- 1) Acceptance Signature
- 2) Attesting Signature
- 3) Seal

on attached 2
letters (Page 3).



Colp

RECEIVED NOV 21 1994

State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS

101 SOUTH BROAD STREET

CN-800

TRENTON NJ 08625-0800

CHRISTINE TODD WHITMAN
Governor

November 17, 1994

HARRIET DERMAN
Commissioner

The Honorable Doreatha D. Campbell
Mayor, Township of Willingboro
One Salem Road
Willingboro, New Jersey 08046

RE: 1995 Handicapped Person's
Recreational Opportunities Act
G A # 95-0897-00 - Amt. \$7,000.00
Acct. #95-100-022-8050-035-F157-6120-0001
Term of Agreement: 1/1/95 to 12/31/95

Dear Mayor Campbell:

The Department of Community Affairs hereby enters into a grant with the Township of Willingboro. This award will provide funds for approximately 100 adults with disabilities to participate in social, cultural, performing arts, trips, athletics, hobbies and self-improvement classes. The program will meet weekly.

The Township of Willingboro represents that it has and will continue to perform its duties and discharge its obligations in the implementation of its recreational program for individuals with disabilities in accordance with and as delineated by the statutory provisions of the HANDICAPPED PERSON'S RECREATIONAL OPPORTUNITIES ACT (P.L. 1977, c. 379) and the regulations adopted pursuant thereto N.J.A.C. 5:51-1-1/et seq.

The Grantee shall be solely responsible for and shall keep, save and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.



The Grantee shall comply with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto. The Grantee agrees to require its contractors to comply with the requirements of N.J.S.A. 10:5-36, P.L. 1975, c. 127, N.J.A.C. 17:27-1 et seq., and all implementing regulations.

The Grantee acknowledges that it must and agrees that it will provide, as a minimum, a non-state match to the state funds provided under this Agreement in ratio of 5 dollars (state) to 1 dollar (non-state). The budget may indicate a cash match exceeding this ratio, however, the Grantee will only be obligated to provide the minimum indicated above.

No disbursements of grant funds shall be made to the Grantee pursuant to this Grant Agreement until such time as the Grantee submits documentation satisfactory to the Department indicating that the Grantee has appropriated the necessary funds to satisfy the matching funds requirement established under N.J.S.A. 52:27D-174(b). Such documentation may consist of either: a copy of a resolution adopted pursuant to N.J.S.A. 40:4-87 providing for the insertion of a special item of revenue in the Grantee's budget for 1994 and further indicating that the Grantee's has also made the appropriation necessary to satisfy said requirement; or any other alternative documentation deemed acceptable by the Department.

It is understood that neither the State of New Jersey nor the Grantee intend in any way, either through the provisions of this agreement or by any other means, to confer upon any other party the status of a third party beneficiary to this contract. This agreement is intended solely for the benefit of the State of New Jersey and the Grantee.

Attached hereto is a budget for the use of the \$7,000.00 provided. Flexibility of not more than 20 percent for each line item is permitted, except Personnel and or Consultants, provided that the total grant of \$7,000.00 is not exceeded. The parties hereto recognize and agree that continuation of funding under this grant agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement because of the absence of available funding appropriations. In addition, the Grantee shall not anticipate future funding from the Department beyond the duration of the time period set forth in this agreement and in no event shall this agreement be construed as a commitment by the Department to expend funds beyond the termination date set forth herein.

A first payment of 35% of the grant amount shall be payable upon the execution of this Letter Agreement. A form PV 3/93 (PAYMENT VOUCHER) is enclosed for this payment. Please sign the Payee Declaration, Box F, and return with the signed agreements as instructed below.

Subsequent payments will be processed based on the required quarterly submission of a Grantee Programmatic - Fiscal Monitoring Report, along with a signed PV 3/93. The quarterly fiscal reports are to be submitted 30 days after the calendar quarter. An annual performance report is due 30 days after the close of the grant. Send fiscal and performance reports to the Office of Recreation at the Department of Community Affairs, 101 S. Broad Street, CN-814, Trenton, New Jersey, 08625.

Annual audits of grant recipients must meet the requirements of the Federal Single Audit Act of 1984, the Federal OMB Circular A-128. "Audits of State and Local Governments", and State of New Jersey OMB Circular Letter 87-11.

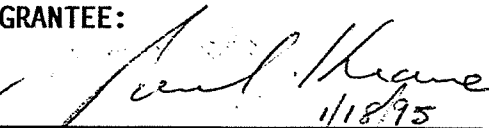
Please sign both the original and the copy of this letter agreement. Return both the original and the copy to Ms. Sarah J. Seigel at the above address.

Our congratulations! We are pleased to award this grant which will enable you to provide this worthwhile program.

Sincerely,

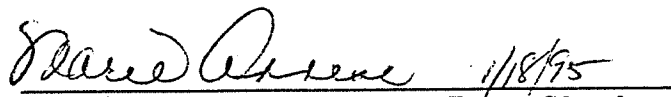
GREGORY W. ADKINS
Assistant Commissioner

GRANTEE:



Paul Krane, Mayor

ATTEST:



Marie Annese, Deputy Twp. Clerk

ATTEST TO SUFFICIENT FUNDS:

DCA GRANT APPROVAL OFFICER

STATE OF NEW JERSEY
 DEPARTMENT OF COMMUNITY AFFAIRS
 RECREATION FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT: Township of Willingboro

AGREEMENT NUMBER: 95-0897-00

APPROVED BUDGET - ATTACHMENT B

AWARD PERIOD: 01/01/95 TO 12/31/95

SECTION LEVEL - LINE	DESCRIPTIONS	STATE	FEDERAL	SUBTOTAL	OTHER	TOTAL FUNDS	% OF TOTAL SALARY COST
02	PROGRAMMATIC						
100	PERSONNEL						
001	PROGRAM PERSONNEL	7,000.00	0.00	7,000.00	0.00	7,000.00	
	CATEGORY TOTAL	\$ 7,000.00	0.00	\$ 7,000.00	0.00	\$ 7,000.00	
300	TRAVEL						
001	BUSES	0.00	0.00	0.00	500.00	500.00	
	CATEGORY TOTAL	\$ 0.00	0.00	\$ 0.00	500.00	\$ 500.00	
400	SPACE COSTS AND RENTALS						
001	FACILITY RENTALS	0.00	0.00	0.00	500.00	500.00	
	CATEGORY TOTAL	\$ 0.00	0.00	\$ 0.00	500.00	\$ 500.00	
500	CONSUMABLE SUPPLIES						
001	REFRESHMENTS	0.00	0.00	0.00	100.00	100.00	
002	GAMES	0.00	0.00	0.00	200.00	200.00	
003	ATHLETIC/PROGRAM	0.00	0.00	0.00	100.00	100.00	
	CATEGORY TOTAL	\$ 0.00	0.00	\$ 0.00	400.00	\$ 400.00	
	SECTION TOTAL	\$ 7,000.00	0.00	\$ 7,000.00	1,400.00	\$ 8,400.00	
	GRAND TOTALS	\$ 7,000.00	0.00	\$ 7,000.00	1,400.00	\$ 8,400.00	

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AGREEMENT DATA

(X) GRANT

() LOAN

Recipient Information

Name: Township of Willingboro

Address: One Salem Road

Willingboro, New Jersey 08046

Chief Financial Officer: Joanne Diggs

Vendor I.D.#: V-216007381-9-9 Phone Number: 609-877-2200

Charities Registration # (Nonprofit agencies only): -

State Information

Department: Community Affairs

Division:

Address: Office of Recreation
101 South Broad Street, CN-814
Trenton, New Jersey 08625-0814

Contact Person: Patricia A. Swartz
Phone: 609-984-6654

	FY	AMOUNT	ACCOUNT NUMBER
Source of Funds	State	95 7,000.00	95-100-022-8050-035-F157-6120-0001 CFDA #
	Federal	00 0.00	
	SUB-TOTAL	7,000.00	
	Other	1,400.00	Local Match \$ 1,400.00
	TOTAL \$	8,400.00	

Time Executed Date _____ Length of Award Period: 12 Months

Frame Effective Date 01/01/95 Expiration Date 12/31/95

Purpose This award will provide funds for community-based recreation programs for individuals with disabilities.

township of Willingboro


MEMO TO: RHODA LICHTENSTADTER, TOWNSHIP CLERK
FROM: RAMONA L. BARRIENTOS, ADMINISTRATIVE CLERK
DATE: JANUARY 5, 1995
SUBJECT: 1995 HANDICAPPED PERSON'S RECREATIONAL
OPPORTUNITIES ACT GRANT (H.P.R.O.A.)

The attached information must be completed/signed by the Mayor and yourself, in order for our 1995 H.P.R.O.A. grant to take effect. I've highlighted the items you need to complete on the checklist; they are self-explanatory.

For your convenience, I've included a sample Resolution which you may use in preparing the Township's Certified Resolution for this grant. Otherwise, I'm sure you have one on file for previous years.

Please include in Council's agenda for their next meeting, and forward completed materials to me so we can forward to the State along with the other materials. Thank you.

att.



Willingboro

95-0897-00

1/5/95

CONTRACT EXECUTION INSTRUCTION CHECKLIST

Rhoda

The (4) highlighted items are what you need to take care of. Thanks, Rhoda

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The following requirements must be met in order for the Department to execute the enclosed Grant Agreement with your agency. Failure to follow these instructions exactly will result in processing delays.

ALL OF THE FOLLOWING ITEMS WHICH ARE CHECKED MUST BE SUBMITTED

1. ACCEPTANCE SIGNATURE - The original and the copy of the Grant Agreement must be signed/dated by the agency official who is authorized by the Resolution to sign the Grant Agreement.
2. ATTESTING SIGNATURE - The original and one copy of the Grant Agreement must also be signed by the individual who is attesting to the signature of the authorized agency official. This signature must be that of the person who certified the Resolution. Both signatures on both Grant Agreements must bear the same date.
3. SEAL - The signature page of both the original and the copy of the Grant Agreement must be imprinted with either the Corporate Seal or a Notary Seal.
4. CERTIFIED RESOLUTION - The Resolution must indicate acceptance by the Governing Body (if a government agency) or the Board of Directors (if a private agency) of the obligations under the Grant Agreement. The Resolution must state the name(s) of the person(s) who may sign the Grant Agreement as the authorized agency official(s); and the approximate dollar amount of the grant. The Resolution must be imprinted with the Corporate or Notary Seal. The Resolution must be signed and dated by the government Clerk (if a government agency) or the Board Secretary (if a private agency).
5. STATEMENT OF ASSURANCES - must also be completed in full and signed by the agency's Chief Financial Officer.
6. CERTIFICATE(S) OF INSURANCE/FIDELITY BONDING - Attachment A, Section 1 (page 15 of the contract) indicates the type(s) and amount(s) of insurance and/or Fidelity Bonding required. You must submit evidence that the required insurance is in effect. The Certificates of Insurance/Fidelity Binding must list the State of New Jersey, Department of Community Affairs, Division of Community Resources, 6th floor, Trenton, New Jersey 08625 as the Certificate Holder. Please request your agent to supply this information using an ACCORD 25 form if possible.
7. NEW JERSEY DEPARTMENT OF THE TREASURY FORM PV 3/93 (INVOICE)- Although not required for contract execution, completion and submission of this document is required in order for your agency to receive an advance payment.

RESOLUTION

WHEREAS, the _____
(name of municipality or cc
Agreement with the New Jersey Department of Coi
_____ for approximately \$ _____

(describe nature of project in detail)

_____ s to enter into an
_____ scal Year
_____ gram to

Sample Resolution (must be certified, etc)

IT IS THEREFORE RESOLVED, that the _____
(name of municipality or county)
does hereby authorize the execution of such a contract for the receipt of such a grant and upon receipt of the fully executed contract from the New Jersey Department of Community Affairs will expend these funds pursuant to the terms of said contract between _____
(name of municipality or county) and the New Jersey Department of Community Affairs, including the provision of a local match share in the ratio of at least one local dollar for every five State dollars.

BE IT FURTHER RESOLVED that the persons whose names, titles and signatures appear below are authorized to sign such a contract and any other documents necessary in connection therewith:

(type/print name)

(signature)

(title)

(type/print name)

(signature)

(title)

I, _____, Clerk of the Governing Body of
(type/print name of Clerk)
_____ do hereby certify that at a meeting of the
(name of municipality or county)
Governing Body held on _____ the above Resolution was duly adopted.
(date of meeting)

(date of Clerk's signature)

(Clerks signature)

SEAL

RESOLUTION NO. 19 - 1995

WHEREAS, the Willingboro School Traffic Guard Association and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 17th day of January, 1995, that:

A. The attached collective negotiation agreement is approved, covering the period July 1, 1994 through June 30, 1997 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.

B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro School Traffic Guard Association.

C. A copy of this resolution shall be submitted to the President of the Willingboro School Traffic Guard Association for her information and attention.



PAUL KRANE, MAYOR

ATTEST:



Marie Annese

Marie Annese

Deputy Township Clerk

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.

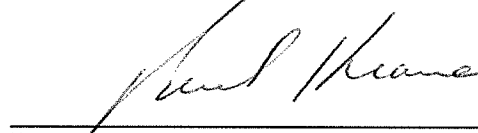
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST



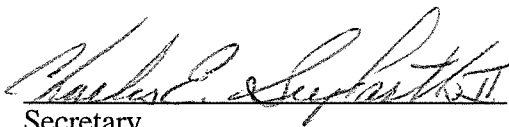
Marie Annese
Deputy Township Clerk

TOWNSHIP OF WILLINGBORO



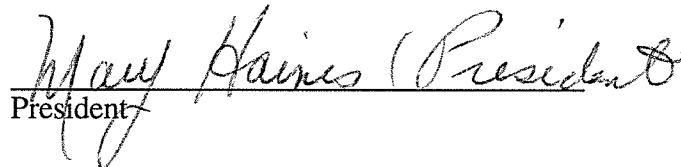
Paul Krane
Mayor

ATTEST



Charles E. Lepore
Secretary

**WILLINGBORO SCHOOL TRAFFIC
GUARD ASSOCIATION**



Mary Haines (President)
President

RESOLUTION NO. 20 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for refurbishing the Fairmount Park Tennis Courts, and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of American Athletic Courts Inc.; and

WHEREAS, the bid of the above has been found to be correct and satisfactory, both in form and in content; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 17th day of January, 1995, that the bid be accepted in the amount of \$23,745.00; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.



PAUL KRANE, MAYOR

ATTEST:



Marie Annese
Deputy Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and AMERICAN ATHLETIC COURTS INC.
(for Fairmount Park Tennis Courts)

The money necessary to fund said contract is in the amount of \$ 23,745.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04 0504 E3. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

BID OPENED WEDNESDAY, JANUARY 4, 1995 AT 10:30 A.M. BY RHODA LICHTENSTADTER. ALSO PRESENT MR. HARRY MCFARLAND. ALSO A REPRESENTATIVE FROM NICKOLAUS CONSTRUCTION CO. INC.

WILLINGBORO TOWNSHIP--RECREATION DEPARTMENT
FAIRMOUNT PARK TENNIS COURTS

BID PRICE: For the reconditioning of two tennis courts in Fairmount Park, Charleston Road, Willingboro, New Jersey.

All work is to be done according to the attached specifications and consistent with requirements in bid package.

Work will begin when climatic conditions permit and must be complete within thirty (30) calendar days.

	<u>AMERICAN ATHLETIC</u>	<u>NICKOLAUS CONST.</u>
BID PRICE	\$ 23,745.00	\$ 26,900.00

ALL NECESSARY DOCUMENTS FOR BOTH

1/4/95 - Bid return sheet given to Mr. McFarland for review and recommendation.

township of Willingboro

Council MTB
Tues
1-7-95

MEMO TO: RICHARD CRANE, DEPUTY TOWNSHIP MANAGER
FROM: HARRY W. McFARLAND, SUPERINTENDENT
DATE: JANUARY 6, 1995
SUBJECT: TENNIS COURT - FAIRMOUNT PARK

RECEIVED

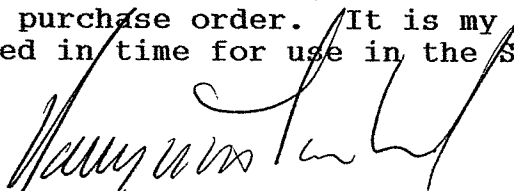
JAN 17 1995

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

As a result of my review of the bids for refurbishing the Tennis Court at Fairmount Park, I recommend we accept the low bid of \$23,745.00 as submitted by American Athletic Courts Inc.

The funds for the project are included in the 1994 Capital Budget.

Following your acceptance and award, I will notify the contractor and forward a purchase order. It is my intention to have the work completed in time for use in the Spring Tennis Program.



Harry W. McFarland, Superintendent
Public Works/Recreation Department

HWM/rmj

Approved.



BID OPENED WEDNESDAY, JANUARY 4, 1995 AT 10:30 A.M. BY RHODA LICHTENSTADTER. ALSO PRESENT MR. HARRY MCFARLAND. ALSO A REPRESENTATIVE FROM NICKOLAUS CONSTRUCTION CO. INC.

WILLINGBORO TOWNSHIP--RECREATION DEPARTMENT

FAIRMOUNT PARK TENNIS COURTS

BID PRICE: For the reconditioning of two tennis courts in Fairmount Park, Charleston Road, Willingboro, New Jersey.

All work is to be done according to the attached specifications and consistent with requirements in bid package.

Work will begin when climatic conditions permit and must be complete within thirty (30) calendar days.

	<u>AMERICAN ATHLETIC</u>	<u>NICKOLAUS CONST.</u>
BID PRICE	\$ 23,745.00	\$ 26,900.00

ALL NECESSARY DOCUMENTS FOR BOTH

1/4/95 - Bid return sheet given to Mr. McFarland for review and recommendation.

SPECIFICATIONS FOR TENNIS COURT REPAIR
FAIRMOUNT PARK COURTS

Specifications below are for the repair and refurbishing of two courts located in Fairmount Park, Charleston Rd., Willingboro, New Jersey.

FENCE: Existing fence is not included in scope of project, except to allow access. Contractor shall remove and replace where needed for access.

SURFACE CRACKS: Cracks smaller than 1/2 inch to be cleaned and filled with AC-20 asphalt cement. Cracks larger than 1/2 inch to be opened to a width of one foot and depth of 4 inches minimum and filled with I-6 bituminous concrete. The I-6 mix will be forced into the crack as densely as possible with an air forced elephant foot or similar compacting tool.

SURFACE COVERING: The entire surface will be covered with Petrotac geotextile membrane or equal product.

BITUMINOUS CONCRETE SURFACE: Entire surface to be given two courses of I-5 bituminous concrete. Course #1: 2 inches of I-5 bituminous concrete to entire surface true to existing designed plane. Course #2: 1 1/2 inches of I-5 bituminous concrete to entire surface. Courses to be done perpendicular to each other. Last course to run length of courts.

DEPRESSIONS: Patch any depressions that hold water greater than the depth of one nickel with patch mix of acrylic materials as manufactured by Nova Sports Products or equal. No asphalt emulsions will be allowed.

COLOR COAT: Apply four coat color coating system as manufactured by Nova Sports Products as equal including one resurfacer coat, two sand filled texture coats and one surface coat.

RESTRIPE: Restripe both courts in accordance with official tennis court layout.

NET POSTS: Net posts are to be remove and replaced with Edwards 3 inch square Wimbledon net posts with sleeves. Footings are to be a minimum of 24 inch square at the top, 30 inches deep, 30 inches square at bottom. Concrete is to be 3,500 PSI mix minimum.

WILLINGBORO TOWNSHIP--RECREATION DEPARTMENT

FAIRMOUNT PARK TENNIS COURTS

BID PRICE: For the reconditioning of two tennis courts in Fairmount Park, Charleston Road, Willingboro, New Jersey.

All work is to be done according to the attached specifications and consistent with requirements in bid package.

Work will begin when climatic conditions permit and must be complete within thirty (30) calendar days.

Bid price for tennis courts reconditioning:

Bid price: \$ _____

Company Name: _____

Signature: _____

Title: _____

Date: _____

(FMNTPARK.SPC, WORKS)

RESOLUTION NO. 21 - 1995

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Police Department Computer Software, and

WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Argus Systems, Warrenton, Va.; and

WHEREAS, the bid of the above has been found to be correct and satisfactory, both in form and in content; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of January, 1995, that the bid be accepted in the amount of \$24,695.00; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.



PAUL KRANE, MAYOR

ATTEST:



Marie Annese
Deputy Township Clerk

CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and ARGUS SYSTEMS
POLICE DEPT - COMPUTER SOFTWARE

The money necessary to fund said contract is in the amount of 24,695.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 0A-0594-D

_____. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

RESOLUTION NO. 22- 1995
A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE
PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW
JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, the Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et. seq.; and


WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Jan. 19, 1995, that an Executive Session closed to the public shall be held on Jan. 19, 1995 at 10:30p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


PAUL KRANE
MAYOR

ATTEST:


Marie Annese
Deputy Twp. Clerk