



M. Lou Garty, Esq.
lgarty@gartylaw.com

Licensed in NJ and PA

712 East Main Street, Suite 2A
Moorestown, NJ 08057
(856) 382-0383
(856) 673-0609 (fax)

1700 Market Street, Suite 3242
Philadelphia, PA 19103
(215) 383-0550

September 1, 2020

(Via email)

Communication Workers of America
AFL/CIO, Local 1036
Mr. Adam Liebttag, President
26 High Street
Mt. Holly, NJ 08060

(Via email)

Communication Workers of America
AFL/CIO, Local 1036
Ms. Billie Scelza, Staff Representative
26 High Street
Mt. Holly, NJ 08060

Re: City of Burlington CWA Represented Employees – School Traffic Guards

Dear Mr. Liebttag and Ms. Scelza:

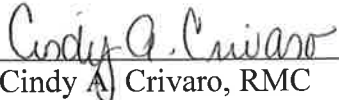
This letter serves to confirm the outcome of our negotiations regarding the furlough of the City's School Traffic Guards due to COVID-19 and the local closure of public schools at the start of the current school year. Kindly permit this letter Agreement to confirm the outcome of negotiations as to an Agreement providing for these furloughs of the City's school traffic guards. The Agreement provides that:

1. The parties acknowledge that the City of Burlington's Board of Education has made the decision to authorize and approve an all-remote opening of the school year which will be in effect from the start of the current school year through at least October 13, 2020 with an implementation of a hybrid learning program starting on or about October 14, 2020.
2. The school crossing guards are being furloughed by City of Burlington due to a reduction in available work hours created by the continued emergency precautions due to the COVID-19 pandemic which prevents the safe reopening of schools with in-person student attendance;
3. The City of Burlington agrees to support an application for unemployment insurance benefits that may be filed by any crossing guard employees, including its certification that the reduction in pay and work hours is due to the COVID-19 pandemic;
4. The City of Burlington agrees to act promptly to certify any earnings and provide any other information that may be required by the Department of Labor to process unemployment claims; and
5. All other benefits, rights, and protections that are afforded under the contract to crossing guards under the collective bargaining agreement during the period of closure between school years shall remain in effect.

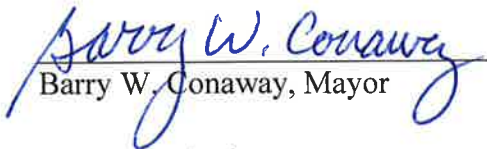
6. To the extent that when the re-opening of the local public schools occurs as scheduled on October 14, 2020, and there is a reduced number of days per week or per pay period in which the students physically attend school, the parties agree that the number of dates in which crossing guards will be required to perform their duties may be reduced which will result in a *pro rata* reduction of the guard's compensation. In such an instance, the parties agree confirm the revised schedule in writing, including via email.
7. To the extent that when the re-opening of the local public schools occurs that the hours of the school days are revised, the parties agree to confirm the dates and times for students to report to school so that the guards are available and on post to perform these functions.
8. The parties agree these negotiated furloughs shall not abrogate or alter the recall/reemployment rights of the School Traffic Guards for the remainder of the current school year.

Accepted as described above:

Attest:


Cindy A. Crivaro, RMC
City Clerk

For the City of Burlington:


Barry W. Conaway, Mayor

Date: 9/8/2020

Date: _____

For CWA 1036
Adam Liebttag, President