

AGREEMENT

BETWEEN

BOROUGH OF SPOTSWOOD

AND

SCHOOL CROSSING GUARDS

January 1, 2015 to December 31, 2017

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AGREEMENT

Whereas, the Borough of Spotswood recognizing that the **SCHOOL CROSSING GUARDS ASSOCIATION** is the recognized bargaining unit, the Borough of Spotswood shall recognize the right of the **SCHOOL CROSSING GUARDS** to bargain the terms and conditions of this Agreement as an integration of the full and final agreement.

This Agreement entered into the 22nd day of January, 2015 by and between the BOROUGH OF SPOTSWOOD, in the County of Middlesex, and Municipal Corporation of the State of New Jersey, (hereinafter called the "**Borough**" or "**Employer**") and the **SPOTSWOOD SCHOOL CROSSING GUARDS ASSOCIATION** (hereinafter called the "**Guards**") both of whom hereby agree to this Memorandum of Agreement with respect to a successor collective bargaining agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and Local Members, respectively).

The period of the Agreement shall be from **January 1, 2015 to December 31, 2017**.

SECTION 1 - WAGES, PART-TIME EMPLOYMENT

For the purposes of this Agreement, part-time employment shall mean an employee employed for three and ½ (3.5) hours per day and not more than seventeen and ½ (17.5) hours per week. Periodic public or private school schedule changes may require a Crossing Guard to work additional time on those days. In those instances, the Guard shall be compensated at the regular hourly rate or a pro-rated portion thereof. All part-time Crossing Guards will be compensated pursuant to Schedule A – Salary Guide.

SUBSTITUTE GUARDS

Substitute Guards will be compensated pursuant to Schedule A – Salary Guide.

If a part-time Guard returns to a Substitute Guard position, then that Guard will receive the same rate of pay pursuant to the Substitute Guard rate of pay.

Substitute Guards must be available to cover any post, when needed, even if given a short notice to respond to delayed opening, early dismissals, etc.

ATTENDANCE

All Guards, including Substitutes, shall be monitored for excessive time-off and unavailability to cover posts. Unless excused for reasons such as: Jury Duty, Medical, Death in Family, etc., excessive time off may result in a verbal warning, disciplinary letter or possible termination.

SALARY GUIDE

- A. Crossing Guards – Part-Time Employees – retroactive to January 1, 2015 – hourly rate.

Effective January 1, 2015, current Crossing Guards will receive a 2% salary adjustment as set forth in Schedule A. Thereafter a 2% increase will become effective on January 1, 2016 and 2% on January 1, 2017.

- B. Crossing Guards – Part-Time Employees - hired after January 1, 2015

Crossing Guards - Part Time	Employees starting hourly rate:	\$12.35
Crossing Guards – Substitutes	Employees starting hourly rate:	\$12.35
Head Guard	Employees starting hourly rate:	\$16.00

HEAD GUARD

For the purpose of this agreement the “**Head Guard**” shall be the School Crossing Guard who has the duties and responsibilities for supervision, training, coordinating, scheduling and the liaison between the School Crossing Guards and the Spotswood Police Department. The **Head Guard** shall be compensated for these added duties and responsibilities as per Schedule A – Salary Guide.

SECTION 2 - CLOTHING ALLOWANCE AND UNIFORMS

- A. Clothing allowance for each part-time Crossing Guard shall be paid directly to the employee at the below listed amount and payable in September of each new school year. If over the length of the contract, prices of the uniform were to skyrocket, the clothing allowance may be reviewed. A part-time Crossing Guard must work a minimum of 150 hours in the previous calendar year to qualify for a clothing allowance, unless Guard is unable to do so as a result of an admitted Workers Compensation accident.

January 1, 2015	\$500.00	annually
January 1, 2016	\$500.00	annually
January 1, 2017	\$500.00	annually

- B. Clothing allowance for each part-time substitute Crossing Guard shall be paid directly to the employee at the below listed amount and payable in September of each new school year. A substitute Crossing Guard must work a minimum of 150 hours in the previous calendar year to qualify for a clothing allowance, unless Guard is unable to do so as a result of an admitted Workers Compensation accident.

January 1, 2015	\$375.00	annually
January 1, 2016	\$375.00	annually
January 1, 2017	\$375.00	annually

- C. Replacement of worn or damaged uniforms shall be determined by the Chief of Police and the Head Crossing Guard.

Crossing Guards Hired After September 1, 2006

- D. Less than one year:
Uniforms will be provided from inventory when possible. The Head Guard will make provisions to purchase the remainder in order to make a complete uniform.
- E. More than one year:
Clothing allowance for each part-time Crossing Guard shall be paid directly to the employee at the above listed amount and payable in September of each new school year.

SECTION 3 - SENIORITY

- A. The Borough of Spotswood recognizes the principles of seniority and shall be governed by such principles in the matter of promotion, layoffs and recalls, subject to the ability of the employee so involved, to perform the duties or work in question.
- B. Substitutes shall be given preference for part-time employment at such time as a vacancy occurs. The senior substitute shall be available and considered qualified for such duty or work by the Chief of Police.
- C. Any and all seniority shall terminate at the end of one (1) year's absence from work due to any non-occupational injury or illness.
- D. A part-time Crossing Guard is an individual who is employed less than twenty (20) hours per week. This definition is to be universally applied throughout the contract.

SECTION 4 - EXTRAORDINARY SCHEDULING

- A. If the Head Guard is incapacitated for a period exceeding ten (10) workdays, the Crossing Guard who assumes the duties and responsibilities shall be compensated accordingly, retroactive to first day of coverage.
- B. If a Guard appears at a post without notice of a change in schedule from Spotswood Police or Head Guard, the Guard shall be paid for the actual time at the post.
- C. On scheduled parochial school half days, when a part-time Crossing Guard is unavailable for the hour, another part-time Guard who is available will work the post.
- D. If a substitute Guard is called to work and is unable to work for that day, the substitute Guard then bypasses the right to be called first at the next opportunity to work.
- E. If school is cancelled due to inclement weather, each employee shall receive one (1) full day's pay for the first day of a multiple consecutive-day weather event.
- F. Each employee shall receive a full day's pay for all half-day scheduled school sessions, and when called out to work for one school day only.

- G. A full day is defined as 3.5 hours.
- H. Guards regularly assigned to Schoenly and Appleby Schools are required to be present for Back to School nights and will be compensated at their hourly rate.

SECTION 5 – PERSONAL LEAVE

- A. Part-time employees shall be granted seven (7) working days in a school year. Effective September 1, 2015, part-time employees shall be granted five (5) working days in a school year.
- B. Part-time employees hired after September 1, 2006 shall be granted five (5) working days in a school year. Effective September 1, 2015, part-time employees hired after September 1, 2006 shall be granted three (3) working days in a school year.
- C. Personal days shall not be accumulative from year to year.
- D. All unused personal days earned during a completed school year (September 1 to June 30) shall be paid to the employee at their current rate of pay, and shall be paid on the last pay period in June of that year.
- E. Substitute guards are not entitled to personal leave days.
- F. Personal days may be taken in half-day increments.

SECTION 6 – LEAVE OF ABSENCE/BEREAVEMENT LEAVE

- A. When a vacancy exists due to an employee placed on leave of absence or as a result of accident, illness or injury, the senior substitute Crossing Guard shall work the first full week and thereafter the senior Crossing Guard shall alternate the assignment with the second substitutes according to the rule of seniority.

BEREAVEMENT LEAVE

- A. For the purpose of this section, the bereavement leave shall be granted to part-time employees. Bereavement leave shall be granted for the employee's immediate family. Immediate family shall be understood as spouse, child or parent.
- B. Leave of absence, with pay, by reason of death in the employee's immediate family, the employee shall be granted three (3) consecutive working days off, with the day of the funeral being one of the three (3) days granted.

SECTION 7 – SPECIAL DUTY

MATRON DUTY

- A. Crossing Guards assigned to matron duty regardless of the hours of duty, shall receive one dollar and ten cents (\$1.10) per hour in addition to their regular rate of pay received as a School Crossing Guard.
- B. Any Crossing Guard called out for matron duty shall be guaranteed a minimum of two (2) hours of straight time pay at the employee's regular rate of pay.

MEETINGS

Any Crossing Guard who is required to attend a meeting required by his/her employer shall be compensated at a minimum of two (2) hours of straight time pay at the employee's regular rate of pay.

ASSIGNMENTS

- A. When any Crossing Guard is required to work at one school assignment and the assignment requires two (2) Guards at that assignment, then there shall be two (2) Guards assigned to that assignment.
- B. An individual may be employed as either a part-time Crossing Guard or substitute Crossing Guard and be assigned to work either the A.M. post or P.M. post.

SECTION 8 – INJURY LEAVE

- A. In the event a Crossing Guard becomes disabled due to an on-the-job injury, applicable Workers Compensation regulations shall apply.
- B. In the event any Crossing Guard is injured the Guard shall submit a complete written report of the injury. Said report shall be immediate and said report shall be made to the Chief of Police or designee. If the Guard is so disabled and unable to complete the required report then said report shall be filed within forty-eight (48) hours of the injury.

SECTION 9 – GRIEVANCE PROCEDURE

This section is intended to provide the School Crossing Guards, regardless of their employment status with a fair method of resolving disagreements with respect to policy, working conditions or any other problem.

- A. Upon the presentation of a grievance the Guard or group of Guards or the Guard's designee, shall present the grievance to the Chief of Police or the designee for his action. If within five (5) working days the aggrieved party(s) does not receive satisfaction, the grievance shall be presented to the Mayor or designee for action. This shall be the final step of the grievance procedure and the Mayor or designee shall decide the grievance and the decision shall be declared fair, final and binding.

SECTION 10 – MANAGEMENT RIGHTS

- A. The Borough of Spotswood hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing rights.
 - a) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the School Crossing Guards after advance notice thereof to the employees to require compliance by the employees is recognized as long as not conflicting with this Agreement.
- B. The executive management and the administrative control of the Borough Government shall have the right to discharge an employee, providing the discharge is not arbitrary or capricious and for just cause.

SECTION 11 – EXTRA DUTY

- A. Any part-time employee who, under subpoena, is required to serve on a jury shall be entitled to full pay and benefits while serving as a juror.
- B. Any part-time employee who shall be required to appear in a civil or criminal court in a nature that arises from the employee performing their duties shall be compensated at

the employee's regular rate of pay. Employees shall not be compensated for time lost in court in which they are the plaintiff in an action against the Borough.

SECTION 12 – MEMORANDUM OF AGREEMENT

This Agreement shall become effective as of January 1, 2015 and expire December 31, 2017 in accordance with the rules of the Public Employment Relations Commission.

In the event negotiations are not completed for a new Agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new Agreement is reached.

The Borough of Spotswood and the School Crossing Guards hereby agree to the terms and conditions set forth in this Agreement.

For the
School Crossing Guards

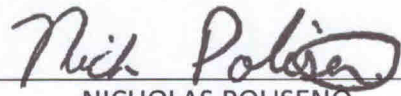


DAWN CRANDALL
Head Guard

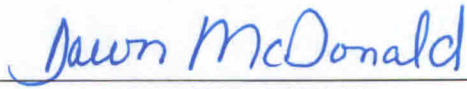


MARCIA HALBERT
Witness

For the
Borough of Spotswood



NICHOLAS POLISENO
Mayor, Borough of Spotswood




DAWN McDONALD
Business Administrator

Date:



Attest:



PATRICIA DeSTEFANO
Borough Clerk



SCHEDULE A

**CROSSING GUARDS SALARY ADJUSTMENTS
2015-2016-2017**

	2015 Hourly Rate – 2% increase over 2014	2016 Hourly Rate – 2% increase over 2015	2017 Hourly Rate – 2% increase over 2016
HEAD GUARD:			
Crandall	\$21.08	\$21.51	\$21.94
CROSSING GUARDS:			
Alai	\$12.75	\$13.01	\$13.27
Callahan	\$16.67	\$17.00	\$17.34
D’Armiento	\$13.01	\$13.27	\$13.53
Halbert	\$14.94	\$15.24	\$15.55
Iko	\$17.52	\$17.88	\$18.23
Santiago	\$12.75	\$13.01	\$13.27
Timbinaris	\$18.00	\$18.36	\$18.73
SUBSTITUTE GUARD:			
Ansalone	\$12.35	\$12.60	\$12.85