

AGREEMENT

BETWEEN

BOROUGH OF SPOTSWOOD

AND

SCHOOL CROSSING GUARDS

January 1, 2021 to December 31, 2023

TABLE OF CONTENTS

AGREEMENT..... 3

SECTION 1 - WAGES, PART-TIME EMPLOYMENT..... 3

SECTION 2 - CLOTHING ALLOWANCE AND UNIFORMS 4

SECTION 3 - SENIORITY 5

SECTION 4 - EXTRAORDINARY SCHEDULING..... 5

SECTION 5 – PERSONAL LEAVE 6

SECTION 6 – LEAVE OF ABSENCE/BEREAVEMENT LEAVE..... 6

SECTION 7 – SPECIAL DUTY..... 6

SECTION 8 – INJURY LEAVE 7

SECTION 9 – GRIEVANCE PROCEDURE..... 7

SECTION 10 – MANAGEMENT RIGHTS..... 7

SECTION 11 – EXTRA DUTY 8

SECTION 12 – MEMORANDUM OF AGREEMENT..... 8

Schedule A

AGREEMENT

WHEREAS, the Borough of Spotswood has recognized 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; and,

WHEREAS, the Agreement between the Borough and the Guards expired December 31, 2020; and,

WHEREAS, the Borough desires to enter into a successor agreement with the Guards to increase the salaries of the Guards for the 2021-2022 school year;

NOW, THEREFORE, on this ___ day of July 2021, the Borough and the Guards hereby agree to enter into this Agreement to set forth the terms of employment by and between the Borough of Spotswood and the Spotswood School Cross Guards Association, which shall be effective from **January 1, 2021 to December 31, 2023**.

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. Existing Crossing Guards – Part-Time Employees – employed as of June 30, 2021.

Effective September 1, 2021, all Crossing Guards who were employed by the Borough as of June 30, 2021 will receive a 2% salary adjustment. Thereafter, all crossing guards shall receive a 2% increase which shall be effective on January 1, 2022 and January 1, 2023.

- B. New Crossing Guards – Part-Time Employees – starting September 2021

Effective September 1, 2021, all crossing guards who commence employment with the Borough in September 2021 shall be compensated at an hourly rate of \$15.00/hour. Thereafter, the rate for new crossing guards shall increase by 2% increase on January 1, 2022 and January 1, 2023.

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. Crossing Guards shall receive a clothing allowance in the amount of \$525.00 at the start of each school year in September. 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.
- B. Substitute Crossing Guards shall receive a clothing allowance in the amount of \$400.00 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.
- C. Replacement of worn or damaged uniforms shall be determined by the Chief of Police and the Head Crossing Guard.
- D. For all new hires, 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.

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

All crossing guards shall receive five (5) personal days per school year. All unused personal days earned during a completed school year (September 1 to June 30) shall be paid to the employee at their rate of pay on the last pay period in June of that year.

SECTION 6 – LEAVE OF ABSENCE/BEREAVEMENT LEAVE

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

All crossing guards shall be entitled to bereavement leave for the employee's immediate family. Immediate family shall be understood as follows:

- The employee's spouse, child, parent, brother or sister.
- The child, parent, brother or sister of his/her spouse.
- A relative living under the same roof.
- The employee's grandparents.

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.

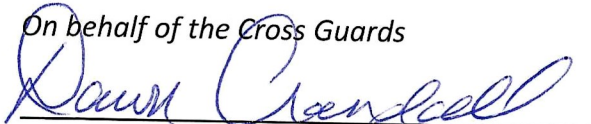
SECTION 12 – MEMORANDUM OF AGREEMENT

This Agreement shall become effective as of January 1, 2021 and expire December 31, 2023 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.

On behalf of the Cross Guards



DAWN CRANDALL

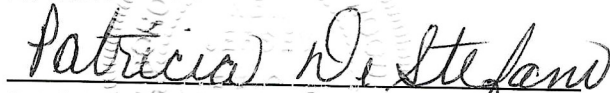
On behalf of the Borough of Spotswood



MAYOR JACKIE PALMER

Dated:

ATTEST:



Patricia DeStefano, Borough Clerk

Dated:

SCHEDULE A

**CROSSING GUARDS SALARY GUIDE
2021 * 2022 * 2023**

	2021 Hourly Rate (eff. Sept. 2, 2021)	2022 Hourly Rate (eff. Jan. 1, 2022)	2023 Hourly Rate (eff. Jan. 1, 2023)
HEAD GUARD			
Crandall	\$23.76	\$24.23	\$24.71
CROSSING GUARDS			
Callahan	\$18.77	\$19.14	\$19.52
Halbert	\$16.83	\$17.17	\$17.51
All Other Guards	\$15.00	\$15.30	\$15.61
SUBSTITUTE GUARDS	\$15.00	\$15.30	\$15.61