

SCHOOL TRAFFIC GUARDS

1. JOB TITLE: SCHOOL TRAFFIC GUARDS

DEPARTMENT OF PERSONNEL STATUS: TEMPORARY

CONTRACT PERIOD: JANUARY 1, 2010 - DECEMBER 31, 2012

2. SALARY PROVISIONS:

		<u>Hourly Rate</u>		
		2010	2011	2012
Trainee	20 Hours	\$11.09	\$11.31	\$11.54
Substitute	Until Permanent	\$15.21	\$15.51	\$15.82
Regular	0-1 year	\$18.16	\$18.52	\$18.89
Regular	1-4 years	\$18.80	\$19.18	\$19.56
Regular	Over 4 years	\$19.40	\$19.79	\$20.19
Matron Pay		\$21.32	\$21.75	\$22.18

3. SICK LEAVE

Employees shall be entitled to seven and one-half (7 ½) sick days for the employee or family member per year, which shall be cumulative. When an employee utilizes sick leave, notice must be given to the Chief of Police and Chief Financial Officer.

An employee who has been on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating the employee's absence. An employee who has been absent from work due to illness five (5) or more days in any thirty (30) working days shall also be required to submit medical evidence substantiating the employee's absence from work. An employee who has been absent from work due to illness seven (7) or more days in any twelve (12) month period may also be required to submit medical evidence substantiating the employee's absence from work.

The immediate supervisor of the employee may direct that employee obtain a doctor's note verifying the employee's previous illness and stating that the employee is now fit to return to work and carry out the employee's normal functions during the normal work schedule. The Borough may require an employee to undergo a medical examination to verify this determination. In such event, the Borough shall pay the cost of the examination provided that the Borough selects the Physician and that the employee is declared medically sound and able to resume the employee's normal job function during the normal work schedule.

4. PERSONAL DAYS:

Employees shall receive two (2) personal days. Requests for personal days shall be made in writing to the Chief of Police and a copy of the request shall be filed with the Chief Financial Officer five (5) days prior to date of request. In case of emergency, the Chief of Police may waive the five-day notice. The request shall be granted or denied, within two (2) days of the employee making the request.

1-4-12 - Chief Pro Tem - PERC
12-20-11 - Crossing G, Finance - JD, Payroll

5. BEREAVEMENT DAYS:

Employees shall be entitled to three (3) bereavement days (in addition to personal days) for the death of a spouse, grandparent, in-law, parent, child, brother or sister, aunt and uncle. All requests shall be made in writing to the Chief of Police and a copy of the request shall be filed with the Chief Financial Officer.

6. VACATION DAYS:

Employees shall receive the following vacation days per year:

1-4 years	6 days
5-9 years	7 ½ days
10-14 years	9 days
15-19 years	10 ½ days
20 and over	12 days

Vacation days not used during a calendar year may be carried forward for a period of one year. An employee shall be entitled to select vacation according to the employee's length of employment, whenever possible, and with practical consideration to the needs of the Borough of Manasquan. All requests shall be made in writing to the Chief of Police and a copy of the request shall be filled with the Chief Financial Officer.

7. LEAVE OF ABSENCE:

Employees shall receive up to six months leave of absence, without pay, upon written request in writing to the Chief of Police and a copy of the request shall be filed with the Chief Financial Officer.

8. TRAINING OF NEW CROSSING GUARDS:

Employees shall receive an additional \$5.00 per hour up to a maximum of \$20.00 while training new guards in the field.

9. HEALTH BENEFITS:

Employees hired on or after June 1, 1994 shall not be entitled to health insurance benefits.

Full-time employees hired on or before May 31, 1994 shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" per current practice, including major medical coverage, or the complete equivalent. Coverage shall include the employee, spouse and dependents. As soon after execution of this contract as is practicable, the Borough shall have the right to provide bargaining unit members entitled to this benefit with the current PPO Medical Insurance Plan.

Full-time employees hired on or before May 31, 1994 shall receive a prescription drug plan to provide a fully paid \$0/10 full family prescription drug plan. As soon after execution of this contract as is practicable, the Borough shall have the right to provide a fully paid family drug prescription plan which provides for a \$15.00 co-payment for brand name drugs and a \$5.00 co-payment for generic drugs.

Full-time employees hired on or before May 31, 1994 shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" dental plan including orthodontia benefits. Coverage shall include the employee, spouse and dependents.

Full-time employees hired on or before May 31, 1994 shall be provided with a "flexible spending account" providing for payments of any uncompensated medical-prescription or dental expense in the following amounts:

Single Employee	\$200.00 per year
Parent and Child	\$400.00 per year
Husband and Wife	\$600.00 per year
Full Family	\$800.00 per year

The "flexible spending account" will be eliminated for all employees as of December 31, 2011.

10. UNEMPLOYMENT INSURANCE:

Employees shall be entitled to unemployment insurance, as provided by law if there is no work available assigned by the Police Chief.

11. PENSION AND LIFE INSURANCE:

Employees shall be enrolled in the Pension and Life Insurance Plan. The benefit of the life insurance is 3 times the base salary.

12. WORKER'S COMPENSATION INSURANCE:

In the event an employee is injured during the course of employment, the injury must immediately be reported to the Chief of Police and the Chief Financial Officer. The Municipality shall provide Worker's Compensation Insurance as provided by law.

13. CLOTHING AND FOOTWEAR ALLOWANCE:

Full-time employees shall be entitled to an annual Clothing and Footwear Allowance of \$400.00. All expenditures must be approved by the Chief of Police before a purchase is made by the employee. The clothing allowance is for the term commencing January 1st and ending December 31st of each year. Upon request, \$100.00 of the clothing and footwear allowance may be used for clothing maintenance. The sum of \$50.00 shall be paid in June and \$50.00 paid in December.

14. TRAINING:

Crossing Guards shall receive 20 hours of training conducted by the Police Department.

15. HIRING:

Employees are hired by resolution of the Mayor and Council subsequent to being interviewed by the Chief of Police and the Personnel Committee. Employees shall be given a copy of this employment contract.

16. MATRON DUTY:

Employees shall be entitled to a minimum of three (3) hours call out pay, regardless of time worked. Matron Duty shall not exceed eight (8) hours, and the matron will be granted time off to secure food. If the employee is requested to work all night and report to corner duty in the morning, the first shall be covered by an alternate employee. No internal examinations shall be done by matron. All examinations shall be done by a hospital. Plastic gloves for searches are to be provided.

17. TRAFFIC CONTROL:

Employees shall be entitled to be paid a minimum of three (3) hours call out pay for parades, C.C.D. and other special activities. Crossing Guards doing church crossings shall be paid four (4) hours. Payment for these activities shall be at the matron rate.

18. SNOW DAYS:

In the event school is to be closed for inclement weather, employees will be paid a maximum of two (2) hours. The dispatcher must notify the employees at the earliest possible time. If employees have already been on duty, the three (3) hours minimum pay will apply.

19. LEGAL HOLIDAYS:

In the event school is in session on any of the legal holidays listed in this contract, employees shall be paid at the Matron Duty rate of pay per hour.

20. NON-STRIKE CLAUSE:

Employees will not instigate, promote, sponsor, engage in condone any strike, slowdown, concerted stoppage of work or any intentional interruption of the operation of the Borough of Manasquan, regardless of the reason for doing so. Any employee who violates provisions may be discharged or otherwise disciplined by the employer pursuant to the rules and regulations of the Department of Personnel and/or any applicable rule, regulation or state statute.

21. GRIEVANCE PROCEDURE:


A Grievance shall mean a complaint by an employee that there has been a misinterpretation or violation of policies, agreements and administrative decision affecting the same. An employee shall file a written grievance with the Chief of Police, who will review same. If unable to resolve the situation, the Chief of Police, employee and a representative of the Personnel Committee and Public Safety Committee will meet to discuss the situation. If unable to reach a mutual decision, the Mayor and Council will decide the matter.

This grievance procedure shall not serve in lieu of process which must be followed in accordance with applicable statutes, rules or regulations of the State.

IN WITNESS WHEREOF, the parties hereunto caused this agreement to be Executed by their respective officers or agents on this day of

ATTEST:

BOROUGH OF MANASQUAN


BARBARA ILARIA, RMC, CMC
Municipal Clerk

BY 
GEORGE R. DEMPSEY
Mayor

SCHOOL TRAFFIC GUARDS


NANCY ACCIAVATTI, WITNESS

BY 
JUDITH BODEN

**BOROUGH OF MANASQUAN
RESOLUTION
289-2011**

BE IT RESOLVED, that the Hon. George R. Dempsey, Jr., Mayor of the Borough of Manasquan, be and is hereby authorized to sign the Agreement Between The Borough of Manasquan and the School Traffic Guards effective January 1, 2010 through December 31, 2012

I, Barbara Ilaria, Municipal Clerk, Borough of Manasquan, County of Monmouth, New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Borough Council at the December 19, 2011 meeting.

B. Ilaria
BARBARA ILARIA, RMC
Municipal Clerk

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
CONNOLLY			X			
DONOVAN	X		X			
GRASSO			X			
LEE			X			
LUCAS			X			
McCARTHY		X	X			
ON CONSENT AGENDA			X	YES	NO	