

AGREEMENT

Between

BOROUGH OF SOUTH RIVER  
MIDDLESEX COUNTY, NEW JERSEY

And

SOUTH RIVER CROSSING GUARDS ASSOCIATION

January 1, 2016 through December 31, 2018

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## AGREEMENT

A. THIS AGREEMENT, entered into this 6<sup>th</sup> day of January, 2016 by and between the BOROUGH OF SOUTH RIVER, a municipal corporation of the State of New Jersey (hereafter referred to as "Employer") and the SOUTH RIVER CROSSING GUARDS ASSOCIATION (hereafter referred to as "Employee"):

WHEREAS, the parties hereto desire to reduce to writing the terms and conditions of a negotiated employment agreement; and

WHEREAS, said contract is intended to cover the period commencing January 1, 2016 through December 31, 2018

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### 1. Recognition

The Employer hereby recognizes the SOUTH RIVER CROSSING GUARDS ASSOCIATION as civilian employees in the Police Department with respect only to rates of pay, wages, hours of employment and work conditions pursuant to and in accordance with N.J.S.A. 34: 13a-5.3 as supplemented and amended.

## 2. SALARY

Employees shall be compensated on an hourly basis according to length of consecutive and continuous employment in the following manner:

	01-01-2016	01-01-2017	01-01-2018
a. Substitute Pay	12.00	12.00	12.00
b. 6 Month Permanent	13.75	13.75	13.75
c. After 1 year	15.18	15.33	15.48
d. After 4 years	15.26	15.49	15.72
e. After 6 years	18.82	18.91	18.99
f. After 10 years	20.81	21.03	21.24
g. After 12 years	21.13	21.66	22.20
h. After 15 years	21.42	21.84	22.28
i. After 18 years	21.53	22.07	22.62
j. After 21 years	23.95	24.55	25.16

Upon completion of twenty consecutive year's service, the employee shall receive a lump sum payment of \$100. Employees hired prior to January 1, 2013, shall be eligible for longevity pay. Employees hired on or after January 1, 2013 shall not be eligible for longevity pay per Borough Code.

Current substitute crossing guards will be grandfathered at their current step. Their pay will be frozen at that level until they are made permanent. They will then start on the steps increases as any other permanent guard.

### 3. Clothing

A. Subject to the provision of Paragraph E of this Article, Employees shall receive a clothing allowance of \$650 (2016); \$650 (2017) and \$650 (2018) per annum. Payment is split between the first payroll in March and the second payroll in September.

When a substitute guard becomes a permanent guard that employee will be entitled to the next clothing allowance payment. Example: become permanent in September to February, payment will be in the first payroll in March. Become permanent in March to August, payment will be the second payroll in September.

B. Employees shall be entitled to the following items of clothing in the event that the Employee has completed four (4) consecutive years of employment as a school crossing guard:

1. Newly purchased raincoat/slicker/rain hood.

C. Employee is responsible for maintaining their uniform with their clothing allowance.

D. Clothing shall be provided by the Borough of South River in accordance with the applicable New Jersey Bidding Statutes.

E. Employer reserves the right to determine the type, appearance and quality of the clothing.

F. New employees hired as a school crossing guard shall purchase their own clothing and uniforms. New employees are entitled to a reimbursement for clothing and uniforms purchased by employees in the sum of one hundred twenty-five (\$125) dollars but only after the employees have worked for the Borough of South River for six consecutive months. Thereafter, new employees shall be entitled to a clothing allowance as set forth in Article 3A after permanent guard status is attained.

#### 4. Physicals

In the event that the Employer shall require a physical examination of any Employee who works as a school crossing guard for the Employer, the Employer shall pay for the physical examination.

5. Sick and Personal Days

A. An employee will be paid only for those hours worked.

Allowable time off will be charged to sick or personal time.

B. When requesting sick day or any other type of allowable leave, the employee will call in to advise the police dispatcher of the absence a minimum of one (1) hour prior to the start of shift to allow adequate time to assign personnel for post coverage.

C. Personal days must be requested via the South River Police Department Secretary. A minimum of twenty-four (24) business hours prior to requested day are required to approve leave and assign personnel for post coverage. Once a substitute is assigned to that post, NO CHANGES will be allowed. No more than two (2) crossing guards may be out at one time utilizing personal days.

D. During the first year of permanent employment and until January 1 of the succeeding year, sick leave shall accrue and be credited to each employee on the basis of one (1) day of sick leave for each full month of work completed, with a maximum of eight (8) days per year. Thereafter, sick leave for the forthcoming year shall be accrued and credited to each permanent employee on January 1

of each year at the rate of eight (8) days per calendar year. Two (2) personal days shall be credited after six (6) months of permanent employment and then on January 1 of each succeeding year. Personal days must be used in the year credited and cannot be carried over from year to year.

E. If an employee has more than ten (10) sick days on December 31 of any year; the employee shall receive payment for unused sick time in excess of ten (10) days to keep in compliance with the eighteen (18) day maximum. Payable on the first pay in February of the next year.

F. Upon emergency Borough closing during the school year, permanent school crossing guards will be paid.

#### 6. Bereavement Leave

Employees shall be entitled to: three (3) paid bereavement days per occurrence upon the death of any of the following: spouse, child, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, step-parent, step-child, son-in-law or daughter-in-law. Employees shall be entitled to one (1) paid bereavement day per occurrence upon the death of an Aunt, Uncle or Cousin.



Employees should notify the Department Head of their intent to take bereavement leave as soon as possible. Any additional leave must be approved by the employee's Department Head and charged against sick or personal leave. The Borough may require that the employee produce reasonable proof of death.

In the event that any of these issues are not specifically addressed in the collective bargaining agreement the Employee & Personnel Policy Manual of the Borough of South River shall govern.

#### 7. Vacancies

Substitute guards will have equal opportunities to work as posts become available from sick leave, personal time, bereavement or leave of absence through the Police Department's Dispatch call or Secretary. Substitutes who refuse more than fifty percent (50%) opportunities to work shall receive discipline and possible discharge by Employer.

If a vacancy occurs; the senior substitute shall be offered the post and if refused; the offer shall go to the next senior substitute. Any substitute refusing a permanent position must do so in writing, and wait for the next permanent position available. Seniority as a substitute is determined by the date of hire, then how listed on the official agenda of the Borough Council.

8. Leave of Absence

Leave of absence shall be granted for a period up to three months at any one time with pre-approval by the Chief of Police and/or Business Administrator. Subsequent leaves must be submitted to the Business Administrator for approval on a case-by-case basis.

When returning to work after a leave of absence, an employee shall have the right to return to the post held at the time the employee took the leave of absence.

9. Dress Code

A. Policy: It is the policy of the Borough that all members be required to maintain various styles and types of uniforms as directed by the Chief of Police. Costs for any changes brought about by the Borough shall be the responsibility of the Borough, while any costs for changes brought about by the Association members shall be the responsibility of the Association members.

B. Uniform change over dates will be the following:

April 15 to summer uniform.

October 15 to winter uniform.

## 10. Safety Equipment

A. Upon hire; all new employees will be issued the following at the cost of the Borough of South River:

1. Stop Sign
2. Vest
3. Raincoat with rain hood.
4. Winter Coat with quilted vest
5. One pair lime green winter weight gloves.
6. Whistle
7. Baseball Hat
8. Visor

All appropriate items with required badge number.

B. All safety equipment will be purchased by the Borough and replaced to guards on an as needed basis (i.e.: crossing guard vests, stop signs).

## 11. Management Rights

A. Notwithstanding anything to the contract herein. Employer retains the right to manage and control Employees who will be hired, promoted, transferred, disciplined and discharged for just cause.

B. The parties to this Agreement acknowledge that the Employer shall have the right to make reasonable rules and regulations pertaining to the operation of the Borough's School Crossing program.

C. All items not contained in this contract will be addressed by Borough Policy procedure or the Borough Code respectively; and rules of the Police Department and orders of the Police Chief.

#### 12. Separability & Savings

In the event that any provision or part thereof of this Agreement shall be rendered invalid by reason of any legislation or decree of a court of competent jurisdiction, such invalidation of the portion or part thereof this Agreement shall not invalidate the remaining provisions of this Agreement.

#### 13. Substitute Guards

Employees hired as substitute guards shall not be eligible for sick days, personal days or holidays.

#### 14. Holidays

All employees shall be entitled to the following official holidays, with pay (provided schools are closed):

- I. Thanksgiving Day
- II. The day following Thanksgiving Day
- III. Columbus Day
- IV. Memorial Day
- V. Good Friday
- VI. President's Day
- VII. Veterans Day

Holiday pay shall commence from the Employee's initial employment date. In the event that an official holiday occurs while an Employee is on sick leave, he shall not have that holiday charged against his sick leave.

15. Accumulation of Sick Leave

Employees shall be permitted to accumulate unused sick days in subsequent employment years up to a maximum of eighteen (18) accumulated sick days.

16. Miscellaneous

A. Court Time – Upon a subpoena from the Borough of South River, minimum two (2) hours straight time will be paid to the employee.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed and attested to by their corporative officers or duly authorized officers on the day and year first above written.

BOROUGH OF SOUTH RIVER

  
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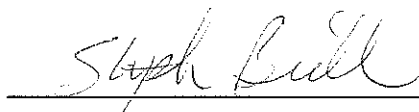
Frederick C. Carr, Business Administrator

ATTEST:

  
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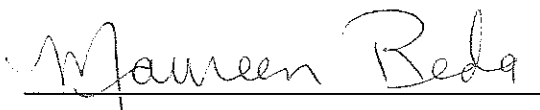
Patricia O'Connor, Borough Clerk

SOUTH RIVER CROSSING GUARDS ASSOCIATION

  
\_\_\_\_\_

Stephen Biehl, President

ATTEST:

  
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Maureen Reda, Vice President

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with South River Crossing Guards Association with regard to a final negotiated settlement of a new contract for the period of January 1, 2016 to December 31, 2018 between said union and the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said Agreement with South River Crossing Guards Association for the period of January 1, 2016 to December 31, 2018 is approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: JANUARY 11, 2016

/s/ Tony Ciulla  
Councilmember

/s/ Michael Trenga  
Councilmember

ROLL CALL VOTE

YEAS: Ciulla, Gurchensky, Haussermann, Jones, Trenga  
NAYS: None  
ABSENT: Hutchison

CERTIFICATION

I, Patricia O'Connor, Borough Clerk of the Borough of South River, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of South River at a meeting held on January 11, 2016.

Patricia O'Connor  
Patricia O'Connor, RMC  
Borough Clerk

SR CROSSING GUARDS ASSN  
POLICE CHIEF  
BA  
CFO  
FILE