

AGREEMENT

Between

BOROUGH OF SOUTH RIVER

MIDDLESEX COUNTY, NEW JERSEY

And

SOUTH RIVER CROSSING GUARDS ASSOCIATION

January 1, 2011 through December 31, 2012

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AGREEMENT

A. THIS AGREEMENT, entered into this 25th day of April, 2011, 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, 2011 through December 31, 2012,

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:

	01-01-2011	01-01-2012
a. Substitute Pay	11.50	11.50
b. 6 Month Permanent	12.25	12.25
c. After 1 year	13.25	13.75
d. After 3 years	16.37	16.47
e. After 5 years	17.43	17.58
f. After 7 years	17.58	17.78
g. After 10 years	17.73	17.98
h. After 15 years	18.36	18.66
i. After 20 years	19.25	19.54
j. After 25 years	19.62	20.00

Upon completion of twenty consecutive year's service, the employee shall receive a lump sum payment of \$100. Upon completion of twenty-five consecutive year's service, the employee shall receive a lump sum payment of \$100.

Current substitute crossing guard 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 \$390 per annum. Payment is split between the first payroll in March and 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. 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 guards 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 (\$100) 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 above.

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. When requesting a non-emergency 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.

B. An employee will be paid only for those hours worked. Allowable time off will be charged to sick or personal time.

C. 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.

D. 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) to keep in compliance with the eighteen (18) day maximum. Payable on the first pay in February of the next year.

E. Upon emergency Borough closing during school year, regular school crossings guards will be paid.

F. No more than two (2) crossing guards may be out at one time utilizing personal days.

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, 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 or Uncle.

7. Vacancies

The senior substitute shall be offered the post and if refused; the offer shall go to the next senior substitute. The substitute shall work the post until the next monthly guard meeting where senior members shall have the choice to fill the new post or vacancy. 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

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.

10. Safety Equipment

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.

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:

- I. Thanksgiving Day
- II. The day following Thanksgiving Day
- III. Columbus Day (provided school is closed)
- IV. Memorial 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.

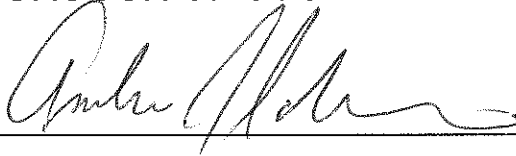
16. Miscellaneous

A. All other terms and conditions of the previous Agreement between the parties hereto shall remain in full force and effect.

B. 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 corporate officers or duly authorized officers on the day and year first above written.

BOROUGH OF SOUTH RIVER




Andrew J. Salerno, Business Administrator

ATTEST:



Patricia O'Connor, Borough Clerk

SOUTH RIVER CROSSING GUARDS ASSOCIATION


Stephen Biehl, President

ATTEST:


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, 2011 to December 31, 2012 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, 2011 to December 31, 2012 is approved.

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

DATED: APRIL 25, 2011

/s/ John Krenzel
Councilmember

/s/ Peter Guindi
Councilmember

CERTIFIED COPY OF THE ORIGINAL
FILED IN THE OFFICE OF THE
BOROUGH CLERK, SOUTH RIVER, N.J.

DATED 9/28/11

PATRICIA E. O'CONNOR PMC
BOROUGH CLERK

SA CROSSING GUARDS ASSOC
Boro ADMIN
CFO
FILE
POLICE CHIEF