

THIS AGREEMENT made this _____ day of _____, 2007, between the BOROUGH OF ROSELLE PARK (hereinafter "Borough") and the SCHOOL CROSSING GUARDS ASSOCIATION OF THE BOROUGH OF ROSELLE PARK (hereinafter "School Crossing Guards").

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other terms and conditions of employment; and

WHEREAS, the Borough has agreed to employ the School Crossing Guards who have agreed to furnish their services to the Borough;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties agree with respect to the School Crossing Guards as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect as of January 1, 2006 and shall continue in full force and effect through December 31, 2008 or the date on which a new contract is executed, whichever is later.

II. DEFINITIONS

For the purpose of this Agreement, the term "School Crossing Guard" shall mean all regular guards employed by the Borough. The term "School Crossing Guard" shall also include alternate guards except as otherwise expressly set forth.

III. SALARIES

Effective as of January 1, 2006, each School Crossing Guard shall receive a wage at the rate of Forty-Eight Dollars and Ninety-Three cents per day (\$48.93) for each day worked.

Effective as of January 1, 2007, each School Crossing Guard shall receive a wage at the rate of Fifty Dollars and Seventy-Seven cents per day (\$50.77) for each day worked.

Effective as of January 1, 2008, each School Crossing Guard shall receive a wage at the rate of Fifty-Two Dollars and Sixty-Eight cents per day (\$52.68) for each day worked.

IV. SICK DAY

(a) Each regular School Crossing Guard shall be entitled to five (5) days sick leave with pay each calendar year. Each alternate School Crossing Guard covering a steady post for forty (40) consecutive working days or more shall be entitled to one (1) sick day for every twenty (20) consecutive working days served after the initial forty (40) day period during the calendar year.

(b) Each School Crossing Guard who is absent on account of sickness in excess of three (3) consecutive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

(c) The Borough shall have the right to have a School Crossing Guard who is absent on account of sickness examined by a physician or nurse in order to report on his or her condition.

(d) Each regular School Crossing Guard shall be entitled to receive compensation for unused sick leave after the end of each calendar year. Under no circumstances shall such compensation carry over from year to year.

V. HOLIDAY; PERSONAL DAYS

(a) Each regular School Crossing Guard shall be paid at their regular rate for each of the following three (3) holidays:

- (i) Thanksgiving Day
- (ii) Day After Thanksgiving Day; and
- (iii) Memorial Day

(b) To be entitled to compensation for the aforesaid holidays, a regular School Crossing Guard must have worked on the last regular work day preceding the holiday and the first regular work day following the holiday.

(c) When an alternate School Crossing Guard works in the place of a regular School Crossing Guard on Monday, Tuesday, and Wednesday preceding Thanksgiving Day, that alternate School Crossing Guard shall be paid for Thanksgiving Day and not the regular School Crossing Guard.

(d) Each regular School Crossing Guard shall be entitled to leave with pay up to three (3) days due to a death in the immediate family of the School Crossing Guard. Immediate family shall include his or her spouse, child, mother, father, brother, sister, father-in-law or mother-in-law.

IV. CLOTHING ALLOWANCE

(a) Each regular School Crossing Guard shall receive an annual clothing allowance clothing allowance as follows: One Hundred and Forty (\$140.00) Dollars per annum.

(b) Fifty (50%) percent of the annual clothing allowance shall be paid to all regular School Crossing Guards in April of each year and fifty (50%) percent of the annual clothing allowance shall be paid to all regular School Crossing Guards in September of each year. An alternate School Crossing Guard covering a steady post for forty (40) consecutive working days or more shall receive a clothing allowance broken down by months served, or prorated, as the case may be. The clothing allowance payable to an alternate School Crossing Guard shall be funded after the initial forty (40) day period referred to above through a deduction from the regular School Crossing Guard's allowance whose absence requires use of the alternate guard. All clothing will be returned.

(c) All regular School Crossing Guards shall be provided, on an as needed basis, winter coats, winter hats and rain gear and vests. All alternate School Crossing Guards shall be provided, on an as needed basis, winter hats and rain gear and vests. A regular School Crossing Guard shall not be entitled to receive a winter coat until he or she has served in that capacity for at least six (6) months.

(d) The Traffic Safety Officer of the Roselle Park Police Department shall conduct an annual survey of the School Crossing Guards in order to ascertain what clothing may be needed as provided above and the Traffic Safety Officer shall report such findings to the Mayor and Council in connection with the request for the Borough's annual Budget for the School Crossing Guards.

VII. SNOW DAYS

School Crossing Guards shall not be compensated for snow days provided they are properly notified of the cancellation of school prior to 7:00 a.m. on the day in question. In the event such notification is not given as required, each School Crossing Guard who would have been employed on that day shall receive one-half day's pay.

VIII. JURY DUTY

Any School Crossing Guard called to do jury duty will be paid for the day.

IX. COURT PAY

Any School Crossing Guard that has to attend court due to an incident that had taken place while on a school post will be paid for time lost not being on their post.

X. POST HOURS

School Crossing Guards shall be on post in accordance with the following schedule:

7:45 a.m. - 8:35 a.m.

11:05 a.m. - 12:15 p.m.

2:30 p.m. - 4:00 p.m. (Monday to Wednesday & Friday)

2:30 p.m. - 3:30 p.m. (Thursday)

Temporary emergency conditions at the schools may necessitate a change in hours, example: a delayed 10:00 a.m. opening, abnormal school activity or a half session. For those emergent situations, the School Crossing Guards shall work for a period of time that is equivalent to the time period that is being replaced.

XI. POST CHANGES

The Chief of Police and the Traffic Safety Officer shall review and recommend all post changes, terminations and additions. All School Crossing Guards shall be advised in writing of such changes, terminations and additions. Posts shall be assigned on the basis of seniority using a bidding procedure determined by the Chief of Police and the Traffic Safety Officer. All determinations regarding post assignments shall rest finally with the Chief of Police and Traffic Safety Officer who shall make such determinations giving priority to the safety of the children. In any emergency, the Chief or designee may change a School Crossing Guard's post without prior notification.

XII. GENDER

Whenever used in this Agreement, the words "him" or "his" shall also be deemed to refer to the feminine equivalents of those words, except as stated herein.

XIII. SAVINGS CLAUSE

If any term, condition or application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, or shall be invalidated by any federal or state legislation, governmental regulation or court decision, such term, condition or application shall not be deemed valid except to the extent permitted by law. However, all other terms, conditions and applications shall continue in full force and effect, and the parties may renegotiate concerning any such invalidated terms, conditions, or applications.

XIV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. No amendments, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this article, and this shall be deemed an essential term of the Agreement.

IN WITNESS WHEREOF the parties, by their duly authorized representatives, have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOROUGH OF ROSELLE PARK

Doreen Cali, Borough Clerk

Joseph DeIorio, Mayor

School Guard Representative