

BOROUGH OF SPOTSWOOD

SCHOOL GUARD AGREEMENT

<u>January 1, 1983 - December 31, 1983</u>

SCHOOL GUARD AGREEMENT

THIS AGREEMENT MADE THIS DAY OF BETWEEN THE BOROUGH OF SPOTSWOOD, HEREINAFTER CALLED THE "EMPLOYER" AND THE SPOTSWOOD SCHOOL CROSSING GUARDS, HEREINAFTER KNOWN AS THE "EMPLOYEE", SHALL BE IN EFFECT FROM JANUARY 1, 1983 TO DECEMBER 31, 1983. IT SHALL BE SELF RENEWING FOR A PERIOD OF ONE (1) YEAR AFTER, UNTIL AND UNLESS EITHER PARTY NOTIFIES THE OTHER PARTY, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO DECEMBER 31, 1983 OF THE DESIRE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT. PENDING THE CONCLUSION OF NEGOTIATIONS, NEITHER PARTY SHALL CHANGE THE TERMS OF ANY CONDITIONS UNDER THIS AGREEMENT.

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SECTION I

WAGES

- 1. Each employee, with a status of full-time employee, and with a service time of less than five (5) years, shall receive an hourly rate of \$4.95.
- 2. Each employee, with a status of full-time employee, and with a service time of five (5) years or more, shall receive an hourly rate of \$5.05.
- 3. Each employee, with a status of full-time employee, and with a service time of ten (10) or more years service, shall receive an hourly rate of \$5.25.
- 4. Each employee, with a status of full-time employee and with a service time of fifteen (15) or more years service, shall receive an hourly rate of \$5.35.
- 5. Each employee, with a status of part-time employee, or otherwise known as a SUBSTITUTE, shall receive an hourly rate of \$4.45. Said SUBSTITUTE shall receive, after one (1) years service time, the hourly rate of a regular employee.
- 6. Each employee shall receive a full days pay for the first day that school is cancelled due to inclement weather. The one day pay is given in consideration of inconvenience on the part of the employee and shall not run consecutively.
- 7. Each employee shall receive a full day pay for all half day scheduled school sessions, and when called out to work for one school only.

SECTION II

UNIFORMS

- 1. The employer agrees to furnish uniforms to each full-time employee. Uniforms shall consist of the following:
 - (1) ONE HAT
 - (1) ONE BLOUSE
 - (1) PAIR SLACKS
 - (2) TWO SKIRTS
 - (4) FOUR SHIRTS [2-long/2-short sleeve]
 - (2) TWO TIES
 - (1) ONE WINTER COAT
 - (1) RAINCOAT AND HOOD
 LEATHER BOOTS [\$30.00 annual allowance]
 - (1) ONE BADGE, SHIELD AND WHISTLE GLOVES [1-winter/1-summer]
- 2. Substitute employees shall receive necessary uniform parts, which shall include a winter coat and the annual boot allowance. Necessary uniform parts shall be determined by the Chief of Police, concerning substitute employees.
- 3. Replacement of worn or damaged uniforms shall be determined by the Chief of Police.
- 4. Alterations, cleaning and necessary care of uniforms shall be the sole responsibility of both full-time and substitute employees.

SECTION III

SENIORITY

- 1. The employer recognizes the principals of seniority and shall be governed by such principals in matters of promotions, layoffs and recalls, subject to the ability of the employee so involved, to perform the duties or work in question.
- 2. Substitutes shall be given preference for full-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.
- 3. Any and all seniority shall terminate at the end of three (3) months absence from work due to a non-occupational injury or illness.

SECTION IV

HOLIDAYS

- 1. Each full-time employee shall receive eight (8) paid holidays based on the individual employee's daily hours of duty and hourly rate of pay.
- 2. Payment of the eight (8) holidays shall be made on the first pay of December.
- 3. Substitutes shall be entitled to paid holidays based on the following schedule of actual hours worked in a calendar year.

200 hours 2 days
300 hours 3 days
400 hours 4 days - maximum allowed

- 4. The eight (8) holidays are designated as follows:
 - Lincoln's Birthday
 - Washington's Birthday
 - Good Friday
 - Memorial Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving Day

SECTION V

LEAVE OF ABSENCE

1. Leave of absence by reason of death in the family of a full-time employee shall be granted, but not to exceed three (3) working days. Immediate family shall include: spouse, child, parent, sister, brother or spouse's parent, sister, brother or other relative residing under the same roof.

SECTION VI

SICK LEAVE

1. Leave of absence due to illness shall be granted to each full-time employee, but shall not exceed nine (9) working days in any given year. Sick days shall not be accumulative from year to year. Any unused sick days shall be paid to employee in last pay period of December of that year.

SECTION VII

MATRON DUTY

- 1. Full-time employees assigned to matron duty regardless of the hours of duty, shall receive fifty (50¢) cents per hour in addition to their regular hourly rate of pay received as a crossing guard.
- 2. Any employee called out for Matron Duty shall be guaranteed a minimum of two (2) hours pay.

SECTION VIII

INJURIES

- 1. Employees shall receive one (1) full days pay for an on the job injury which would render the employee incapable of completing the hours of the specific day of duty.
- 2. The injured employee shall submit a complete and written report, and verbally report the injury as soon as possible to the Chief of Police or other official acting in his capacity. The written report shall explain the date, time, cause and degree of injury giving as much detail as possible. The submission of injury reports shall not exceed five (5) days. In the case of injury to substitute guards, this same reporting procedure shall be followed.

SECTION IX

GRIEVANCE PROCEDURE

1. Upon the presentment of a grievance by a full-time employee, the grieved employee and one representative may discuss the matter with the Chief of Police or other official designated by him. If within five (5) working days the matter cannot be resolved, the grieved employee and representative shall request a meeting with the Mayor. The decision of the Mayor shall be final in any and all matters brought before him.

SECTION X

RIGHT OF DISCHARGE

1. The employer shall have the right to discharge any employee for just cause.

SECTION XI

JURY DUTY

1. Any full-time employee actually serving on a jury, in a Court of Law, shall receive one-half (1/2) their regular daily wages. Should the monetary compensation received from such jury duty exceed the employee's one-half (1/2) pay per day, the Borough shall not be responsible to pay the employee for said jury duty.

SECTION XII

FULL-TIME EMPLOYEE

- 1. Full-time employee as written in the proceeding memoranda or Agreement is so written for the purpose of distinquishing between permanent crossing guards and substitute guards.
- 2. Any and all wages, benefits and clauses agreed upon in this memoranda or agreement shall apply only to full-time employees, except in the sections where the word SUBSTITUTE is specifically used in reference to their inclusion.

SECTION XIII

INSURANCE

1. All employees shall be covered by liability insurance.

Professional Liability - \$100,000 per person \$300,000 per incident

SECTION XIV

HEALTH BENEFITS

1. Full-time employees shall receive coverage under existing medical benefit plans. Employees are responsible for the employees hare of premiums for the Rutgers Community Health Plan. Premiums shall be deducted from bi-weekly paychecks.