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**AGREEMENT**

**BETWEEN**

**BOROUGH OF SOUTH RIVER**

**MIDDLESEX COUNTY, NEW JERSEY**

**AND**

**SOUTH RIVER CROSSING GUARDS ASSOCIATION**

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JANUARY 1, 1999 THROUGH DECEMBER 31, 2000

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## AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of October, 1999, by and between the BOROUGH OF SOUTH RIVER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Employer"), and the SOUTH RIVER CROSSING GUARDS ASSOCIATION (hereinafter referred to a "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, 1999, and terminating December 31, 2000;

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 the exclusive representative for collective bargaining and negotiation 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:A-5.3 as supplemented and amended.

2. Salary

Employees shall be compensated on an hourly basis in the following manner:

	<u>1/1/99</u>	<u>1/1/00</u>
a. First six months of employment	\$8.25	\$8.25
b. Second six months of employment	\$8.36	\$8.69
c. 13th month & thereafter	\$9.24	\$9.61
After three years	\$9.63	\$10.02
After eight years	\$10.32	\$10.73
After fifteen years	\$10.99	\$11.43

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

3. Clothing

A. Subject to the provisions of Paragraph E of this Article, Employees shall receive a clothing allowance of \$325.00 per annum.

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. Winter coat;
2. Raincoat/slicker;
3. Boots (overshoe). Reimbursement shall be \$30.00

C. Clothing shall be provided by the Borough of South River in accordance with the applicable New Jersey Bidding Statutes. Clothing is to have specifications prepared by the Mayor and Council of the Borough of South River.

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

E. New Employees hired as school crossing guards shall purchase their own clothing and uniforms. New Employees shall be entitled to a reimbursement for clothing and uniforms purchased by Employees in the amount of One Hundred (\$100) Dollars but only after the Employees have worked for the Borough of South River for six 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 Days

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

B. Employees shall be entitled to a maximum of six (6) sick days per year plus two (2) personal days per year after a period of six (6) consecutive months of employment as a school crossing guard. Personal days are subject to the approval of the Chief of Police or designee. There shall be no carryover of personal days from year to year.

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, brother or grandchild.

7. Vacancies

If a new post is created or one is vacated, senior members shall have the choice to fill the new post or vacancy.

8. Leave of Absence

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

The following dress code is made a part of this Agreement:

A. Regulation blue polyester or cotton blue uniform blouses with long sleeve must be worn with tie.

B. Short sleeves must be worn without a tie.

C. Changeover of blouses shall be in accordance with Police Department changeover.

D. Navy blue turtleneck sweater is to be worn under heavy winter coat.

E. Navy blue slacks or skirts must be worn. No jeans are permitted.

F. Navy blue socks or stockings must be worn.

G. Black shoes. No open toes or sandals are permitted.

H. Black or navy blue boots.

I. Navy blue windbreaker.

J. White or orange gloves.

K. White scarves.

L. Regulation uniform hat & belt, and

M. "School Guard" patch on winter coat & windbreaker.

10. 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 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.

11. 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 of this Agreement shall not invalidate the remaining provisions of this Agreement.

12. Substitute Guards

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



13. Holidays

All employees shall be entitled to the following official holidays, with pay:

- I. Thanksgiving Day
- II. The day following Thanksgiving Day

Holidays 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.

14. Accumulation of Sick Leave

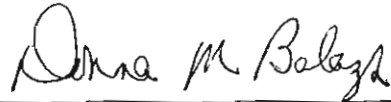
Employees shall be permitted to accumulate unused sick days in subsequent employment years up to a maximum of eighteen (18) accumulated sick days.

15. Miscellaneous

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


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 written above.

BOROUGH OF SOUTH RIVER



DONNA M. BALAZS, MAYOR

ATTEST:



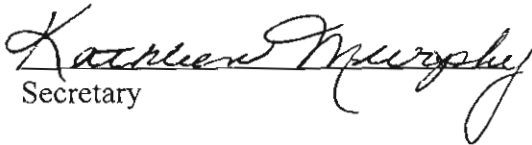
ALBERT M. SEAMAN, CLERK

SOUTH RIVER CROSSING  
GUARDS ASSOCIATION



President

ATTEST:



Secretary

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with the South River School Crossing Guards Association with regard to a final negotiated settlement of a new contract for the years of 1999 through 2000 between said Association and the Borough of South River; and

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 the South River School Crossing Guards Association with regard to a final negotiated settlement of a new contract for the period of January 1, 1999 to December 31, 2000, is approved, a copy of which is annexed hereto:

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the same on behalf of the Borough of South River.

DATED        DECEMBER 1, 1999

Fin  
Crossing Gds  
File

/s/ \_\_\_\_\_  
Councilmember

CERTIFIED COPY OF THE ORIGINAL  
FILED IN THE OFFICE OF THE  
BOROUGH CLERK, SOUTH RIVER, N. J.  
DATED: DEC - 2 1999

/s/ \_\_\_\_\_  
Councilmember

Albert M. Seaman / att

ALBERT M. SEAMAN  
BOROUGH CLERK