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THIS AGREEMENT made this 17 day of June, 1991
between the BOROUGH OF ROSELLE PARK (hereinafter "Borough")
and the SCHOOL CROSSING GUARDS ASSOCIATION OF THE BOROUGH OF
ROSELLE PARK (hereinafter "School Crossing Guards").

LIBRARY
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JUN 20 1991
RUTGERS UNIVERSITY

W I T N E S S E T H

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 on January 1, 1991 and shall continue in full force and effect through December 31, 1991 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 and alternate guards employed by the Borough.

III. SALARIES.

Effective on January 1, 1991, each School Crossing Guard shall receive a wage at the rate of Twenty-Seven Dollars and Fifty Cents per day (\$27.50) for each day worked.

IV. SICK LEAVE

(a) Each School Crossing Guard shall be entitled to five (5) days of sick leave with pay, but shall not be entitled to receive compensation for unused sick leave.

(b) Each School Crossing Guard who is absent on account of sickness in excess of three (3) successive 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.

shall not be entitled to receive a same type 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. POST HOURS.

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

8:00 a.m. - 9:05 a.m.

11:25 a.m. - 12:40 p.m.

2:25 p.m. - 3:35 p.m.

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. The total number of hours worked will be approximately the same.

IX. 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

(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.

V. HOLIDAYS: PERSONAL DAYS.

(a) Each School Crossing Guard shall receive two (2) days's pay at their regular rate for Thanksgiving Day and Memorial Day.

(b) To be entitled to compensation for the aforesaid holiday, 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 works in the place of a regular on Monday, Tuesday, and Wednesday preceding Thanksgiving Day, that alternate shall be paid for Thanksgiving Day and not the regular.

(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.

VI. CLOTHING ALLOWANCE

(a) Each regular School Crossing Guard shall receive annual clothing allowance as follows: One Hundred and Thirty (\$130.00) Dollars per annum for 1991.

(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. All clothing will be returned.

(c) All regular School Crossing Guards shall be provided, on an as needed basis, warm same type winter coats, winter hats and rain gear and vests. All alternate School Guards shall be provided, on an as needed basis, winter hats and rain gear and vests. A regular School Crossing Guard

giving priority to the safety of the children.

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

XI. 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.


XII. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. No amendment, 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


Julia Kaulfers, Borough Clerk


Helen Ryan, Mayor

SCHOOL CROSSING GUARDS
ASSOCIATION OF THE BOROUGH
OF ROSELLE PARK

WITNESS:

Cles Borre
Sec.

By: Vincent Bruno
President

ORDINANCE NO. 1505

AN ORDINANCE ESTABLISHING THE SALARIES, LEGAL HOLIDAYS,
SICK LEAVE, PERSONAL LEAVE DAYS, CLOTHING ALLOWANCE AND
OTHER BENEFITS FOR SCHOOL CROSSING GUARDS FOR THE
BOROUGH OF ROSELLE PARK AND REPEALING ORDINANCE
NO. 1226 AND AMENDMENTS THERETO

BE IT ORDAINED by the Mayor and Council of the Borough of
Roselle Park, County of Union, State of New Jersey as follows:

SECTION I. Ordinance No. 1226 adopted October 25, 1982 and
amendments thereto are hereby repealed.

SECTION II. Definitions.

"School crossing guard" shall mean all regular and alternate
guards employed by the Borough and appointed by the Mayor and
confirmed by the Council on January 1 of each year and
appropriate times during the year.

SECTION III. The school crossing guards governed by the
school crossing guards agreement with the Borough of Roselle Park
shall be entitled to a daily salary as hereinafter set forth
effective on the date indicated:

<u>Classification</u>	<u>Effective 1/1/88</u>	<u>Effective 1/1/89</u>	<u>Effective 1/1/90</u>
School Crossing Guard or alternate when serv- ing in the capacity of a school crossing guard	\$23.00/day	\$25.00/day	\$26.50/day

SECTION IV. The salaries and wages herein fixed shall be
effective January 1, 1988 or as otherwise provided in this
ordinance.

SECTION V. The salaries and wages fixed pursuant to Section
II shall be payable in twenty six (26) equal installments or in
such installments as may hereinafter be determined by resolution
by the governing body.

SECTION VI. All regular school crossing guards shall
receive one day's pay for Thanksgiving Day and one day's pay for
Memorial Day. To be entitled to compensation for these holidays,
regular school crossing guards must have worked on the regular
work day preceding and following said holiday, sickness, personal
leave and permissible leave of absence excepted. When an
alternate school crossing guard works in the place of a regular
crossing guard on a Monday, Tuesday and Wednesday preceding these
holidays, that alternate shall receive one day's pay for the
holiday instead of the regular school crossing guard.

SECTION VII. Each regular school crossing guard shall be allowed five (5) days of sick leave with pay per annum. School crossing guards shall not receive compensation for unused sick days.

SECTION VIII. 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. For the purpose of this section, immediate family shall include his or her spouse, child, mother, father, brother, sister, father-in-law or mother-in-law.

SECTION IX. Clothing Allowance.

(a) Each regular school crossing guard shall receive an annual clothing allowance of One Hundred Twenty (\$120.00) Dollars for 1988; One Hundred Twenty-Five (\$125.00) Dollars for 1989; and, One Hundred Thirty (\$130.00) Dollars for 1990.

(b) Fifty (50%) percent of the annual clothing allowance shall be paid to all regular school crossing guards in April of each year. Fifty (50%) percent of the annual clothing allowance shall be paid to all regular school crossing guards in September of each year.

(c) Regular school crossing guards shall be provided, on an as-needed basis, winter coats, winter hats and rain gear and vests. Alternate school crossing guards shall be provided, on an as-needed basis, winter hats and rain gear and vests. Winter coats shall not be provided to newly appointed regular school crossing guards until after they have served in that capacity for at least six (6) months.

SECTION X. School crossing guards shall not receive any compensation 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 within this time, the regular school crossing guards shall receive one-half day's pay.

SECTION XI. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed.

SECTION XII. This ordinance shall take effect immediately upon passage and publication in the manner prescribed by law.

Introduced: April 28, 1988

Adopted:

Mayor

Attest: _____
Borough Clerk