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AGREEMENT

BETWEEN THE

BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY

AND THE

HIGHLAND PARK SCHOOL CROSSING GUARDS ASSOCIATION

JANUARY 1, 1992 THROUGH DECEMBER 31, 1992

EVELYN SEDEHI
Borough Administrator
221 South Fifth Avenue
Highland Park, NJ 08904
Telephone: 908-819-3780

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PREAMBLE

THIS AGREEMENT made this _____ day of _____
1992, by and between the BOROUGH OF HIGHLAND PARK (hereinafter
referred to as the "Borough") and the HIGHLAND PARK SCHOOL CROSSING
GUARDS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the Association has been selected as the bargaining
agent by the employees to be defined and said Association has been
recognized as such by the Borough, and

WHEREAS, the Association and the Borough have engaged in
negotiations;

NOW, THEREFORE, the parties hereto, in consideration of the
mutual promises, covenants and agreements contained herein, do
hereby agree as follows:

ARTICLE I

RECOGNITION

The Association is hereby designated as the bargaining agent for all employees holding the title of School Crossing Guard. Substitute School Crossing Guards; except for persons employed as of the date of execution of this contract, are excluded from all provisions of the contract except for Article V, Wages.

ARTICLE II

DUES CHECK OFF

A. The Borough shall deduct Association dues from the earnings of each Association member provided the employee executes a written authorization for such dues deduction, and provided the Association furnishes said authorization to the Borough fifteen (15) days prior to the employee's payday. The Borough shall deduct a total sum of one dollar (\$1.00) per ^{pay check} day or such other sum as is approved by the

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ARTICLE II
DUES CHECK OFF

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ARTICLE III

CALL OUT

The employee shall be paid for a whole day (3 1/2 hours) if the employee reports for duty and the school day is shortened for any reason, including snow day, emergency, etc.

ARTICLE IV

INSURANCE

A. Employees will be fully covered by the Employer in the same manner as other employees for Workman's Compensation.

B. The Borough shall provide copies of all insurance policies covering the School Crossing Guards at the request of the Association.

ARTICLE V

WAGES

A. The Borough agrees to compensate the employee as per the following:

<u>Employee Tenure</u>	<u>1992</u>
0 to 90 days	\$6.25 per hour
91 to 120 days	\$6.87 per hour
121 days to 1 year	\$7.51 per hour
1 year and 1 day to future	\$7.82 per hour

B. All wage increases shall be retroactive to January 1, 1992, or in the case of employees hired after January 1, 1992, retroactive to date of hire. Employees who are no longer employed by the Borough prior to the execution of this Agreement, shall not be included in the wage increase with the exception of retirees in accordance with PERS and deceased employees (in which case payment shall be made to his/her estate).

C. In the event the Borough requires the employee to participate in any course or program of instruction related to the duties and functions of the employee, the employee shall be compensated at the regular hourly rate applicable for all such time actually spent at the course or program of instruction.

ARTICLE VI

HOLIDAYS

Employees, excluding substitute employees, will be paid for the following eight (8) days that schools are closed:

1. Columbus Day
2. Teachers convention (one day)
3. Thanksgiving Day
4. Day After Thanksgiving
5. Martin Luther King Day
6. Washington's Birthday
7. Good Friday
8. Memorial Day

ARTICLE VII

VACATION

Employees may request vacations without pay with the following conditions:

1. A vacation may be requested with a maximum one (1) week period at a time.

2. A vacation may be requested with a maximum of two (2) weeks total per school year.

3. A minimum of two (2) weeks advance written notice requesting a vacation must be submitted by the employee.

4. If the above conditions are met, and no other employee has previously requested and been scheduled for a vacation day or personal day conflicting with the employee's vacation request, permission for the requested vacation will not be unreasonably withheld by the Borough Administrator upon the recommendation of the Chief of Police or his designee.

5. No fracturing of vacation weeks will be permitted.

ARTICLE VIII

PERSONAL DAYS

A. One (1) personal day for each employee may be requested and taken for each half school year (semester, i.e. either September through January or February through June) during this contract period.

B. If no paid personal day is taken by any individual employee during any half school year, then one (1) day's extra pay will be included in the final paycheck for that half school year.

C. No "fracturing" of personal days is permitted, in other words, each personal day must be taken as a full day and not two (2) half days nor by the hour.

D. Any employee requesting a personal day in writing one (1) week before the day requested will be guaranteed the day if:

1. No other employee is on scheduled vacation, and
2. No other employee has already requested and been scheduled for the same day off for a personal day.

E. If an emergency personal day is required and no other employee is off for any reason, including sick time, vacation or personal day, then the employee requesting the personal day will receive it at discretion of Chief of Police or his designee.

ARTICLE IX

CLOTHING

A. The Borough will provide for clothing for each employee during the indicated year and in the amounts and manner specified below:

Schedule for employees with 1
complete year of service or more

SEPTEMBER 30TH

1992 \$275.00

Schedule for employees with
less than 1 year of service

JANUARY

SEPTEMBER

1992 \$137.50 \$137.50

B. Clothing will be purchased by voucher at John's Inc., Somerset, New Jersey or other designated store chosen by the Chief of Police or his designee for the first two (2) years of employment for each employee. Employees with one year or less of employment will receive two (2) vouchers, one in September and one in January. Employees in their second year of employment will receive a voucher for \$275.00 by September 30th. The third full year's clothing allowance and subsequent allowances will be paid by check directly to the employees for them to purchase replacement or new items or maintenance of old items.

C. Employee must be employed for ninety (90) days before being entitled to the clothing allowance.

D. First semester is September through January, second semester is February through June. If an employee is hired prior

to November 1, or April 1, they will be entitled to the full clothing allowance for that half of year.

E. All employees shall be required to provide the Chief of Police or his designee with the receipts and the actual clothing purchased. This will be done within thirty (30) days of receipt of voucher. If this is not done, the Borough will require restitution of any monies provided said employee for clothing allowance received. This shall be done through deductions in the paychecks if not paid within ten (10) days of the thirty (30) days.

F. The employee, through the first three (3) vouchers, shall purchase clothing by the procedure set up below. The Chief or his designee may change the order of this procedure by reason of clothing not suitable for that part of year or other reasons he deems appropriate.

1st Voucher

Winter Coat - Blue

Gloves/Mittens - White or Safety Orange

Scarfs - White, Navy Blue or Black - Solid Colors

Whistle

2nd Voucher

Slacks or Skirts - Blue

Shirts, Short or Long Sleeve - Light Blue

Tie - Blue

Boots or Shoes - Black

3rd Voucher

Rain Coat - Yellow

Rain Cape/Hat - Yellow

Light Jacket - Blue

4th Voucher

Slacks or Skirts - Blue

Shirts, Short or Long Sleeve - Light Blue

G. Other articles of clothing permissible for purchase are:

1. Insulated underwear
2. Black or navy blue socks
3. Flesh colored nylon stockings
4. Earmuffs or equivalent

H. The Borough will provide new employees and substitutes with a hat, badge and safety vest which will be in addition to any clothing allowance they may receive in the future.

I. The employee accepts full responsibility for the proper maintenance of their uniforms and agrees to turn them in to the department in good condition, less reasonable wear and tear, upon their resignation as a School Crossing Guard.

J. All clothing styles are to be uniform for all employees as governed by the Chief of Police or his designee.

K. The minimum uniform to be purchased and worn, based on years of service after the effective day of this agreement, shall be as described above.

L. Name badges, as provided by the Borough, must be worn as part of the uniform.

M. Items E, F and J are non-grievable in their entirety.

ARTICLE X

GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute between the parties of this Agreement concerning: (1) the application, interpretation or violation of this agreement; (2) administrative decisions which affect conditions of employment; or (3) changes in policies or procedures which affect conditions of employment.

B. Type one (1) grievance shall be processed through step four (4) below. Type two (2) and three (3) grievances shall be processed through step three (3) below:

Step 1 - The Association, through it's authorized Association representative, present the employee grievance to the employee's immediate supervisor, in writing, within ten (10) business days of it's occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the employee and the authorized representative within five (5) business days thereafter.

Step 2 - If the grievance has not been settled at the first step to the satisfaction of the aggrieved person, a second step meeting with the Chief of Police shall be held within ten (10) business days of the receipt of the written answer by the Association from Step 1, or within ten (10) business days of the date the answer was to have been forwarded to the Association. The Chief of Police shall reply in writing with his response within five (5) business days from the date of this meeting.

Step 3 - If the grievance has not been settled at the second step to the satisfaction of the aggrieved person, a meeting shall

be held with the Borough Administrator within ten (10) business days of the receipt of the written reply from Step 2 or the date it was due. The written grievance and the written replies from each Step shall be forwarded by the Association to the Borough Administrator. The Borough Administrator shall reply in writing within five (5) business days of this meeting.

Step 4 - If no settlement agreement has been reached by the parties, the Association may move the grievance to advisory arbitration within fifteen (15) business days after the response of the Borough Administrator is due.

C. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each Step shall be considered as a maximum and every effort shall be made by the parties to expedite the process. The grievance procedures, as set forth herein, shall be strictly adhered to, except that the Borough and the Association may mutually agree, in writing, to extensions of time.

D. If a grievance is to be taken to arbitration, the Public Employment Relations Commission shall be notified and requested to provide a list of arbitrators to the Borough and the Association. An arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such Statutes and New Jersey Administrative Code regulations as may be in effect which may be pertinent, and render his decision and reasons for his decision in writing, which shall

be advisory. The cost of the arbitrator shall be shared equally by the Borough and the Association.

ARTICLE XI

LAYOFFS

A. The Borough retains the right to lay off employees for economic or other legitimate reasons. In the event such layoffs are made, same shall be accomplished by seniority in title.

B. Employees who are laid off pursuant to the Article, shall be placed on an eligibility list for rehire as School Crossing Guards. Such employees shall be given preference over new employees. The employees shall remain on the recall list for a period of one (1) year.

ARTICLE XII

LEAVE WITHOUT PAY

A. Written requests for leave without pay must be initiated by the employee, and may be taken if favorably endorsed by the Chief of Police and Borough Administrator. Such leave shall not be approved for a period of longer than six (6) months at one time. The Borough Council by resolution may extend such leave for an additional six (6) months or a portion thereof, for cause as recommended by the Borough Administrator.

ARTICLE XIII

BEREAVEMENT LEAVE

All employees, except substitute employees, shall receive three (3) paid working days bereavement leave in the event of the death of the employee's parent, brother, sister, grandparent and the brother, sister, parent or grandparent of their spouse. Five (5) paid working days bereavement leave will be granted in the event of the employee's spouse or child. All such bereavement leave must be taken within five (5) calendar days of either the date of death or the date of funeral.

ARTICLE XIV

JURY DUTY

A. Any employee serving on jury duty will be paid a full days pay for a regularly scheduled day but will reimburse the Borough for any jury duty pay received immediately upon receipt of the jury duty paycheck.

ARTICLE XV

MANAGEMENT RIGHTS

A. Except as specified in the Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. To establish, maintain and amend a code of rules and regulations of the department for the operation of the department.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of

the State of New Jersey and of the United States and Ordinances of the Borough of Highland Park.

C. Nothing contained herein shall be construed to deny or restrict the Borough in any of it's rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or Ordinances.

D. Failure to exercise any of the foregoing rights or powers shall not be deemed waiver of such rights or powers, nor shall the failure to specifically mention a management right herein which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be construed as giving up of such right. All management rights which have existed in the past are specifically incorporated herein.

ARTICLE XVI

NON-DISCRIMINATION

The Borough and Association agree that they shall not discriminate against any employee because of race, religion, color, sex, age, ethnic background, political affiliation, or lawful association activity.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

NO STRIKE OR LOCK OUT

Neither the Association, any employee or the Borough shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock out. In the event that any person violates the terms of this no strike clause, the Borough shall have the right to discharge or otherwise discipline such person.

ARTICLE XIX

PROBATIONARY PERIOD

A newly appointed School Crossing Guard shall serve a probationary period of ninety (90) days from the first date of work.

ARTICLE XX

DURATION OF CONTRACT

A. This Agreement shall be effective as of January 1, 1992 and shall extend through December 31, 1992.

B. The Borough and the Association do hereby Agree that they shall commence negotiations for an Agreement for the year 1993 on or before September 15, 1992 unless change of date is mutually Agreed upon.

ATTEST:

BOROUGH OF HIGHLAND PARK

Valerie G. Thompson
Valerie G. Thompson
Borough Clerk

BY: H. James Polos
H. James Polos
Mayor

WITNESS:

H.P. SCHOOL CROSSING GUARDS ASSOC.

Debbie Kasson

BY: Barbara Valenta
Barbara Valenta, President

BY: Mary Lawson
Mary Lawson, Vice President