

**AGREEMENT
BETWEEN THE**

**CITY OF BRIDGEPORT
AND THE**

**BRIDGEPORT SCHOOL CROSSING
GUARDS ASSOCIATION**

SEPTEMBER 1, 2010 TO AUGUST 31, 2015

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE I - REGOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all School Crossing Guards employees of the City of Bridgeport.

1.2 The Association recognizes the mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following:

- To determine the services of the City;
- To direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce;
- to determine the technology and the efficiency of its governmental operations and services;
- and to fulfill all of its legal responsibilities.

ARTICLE III - NONDISCRIMINATION

3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE IV - HOLIDAYS

4.1 All School Crossing Guards shall be paid and have the following days off: Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day.

4.2 In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.

4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday unless excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE V - HOURS OF WORK AND OVERTIME

5.1 For all employees covered by this agreement the hours of work will be from 7:30 a.m. to 8:45 a.m.; and 1:45 p.m. to 3:25 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.

5.2 As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.

5.3 All new employees, including any employee hired after a three (3) month break in service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE VI - WAGES

7.1 Effective September 1, 2011, the daily rate shall be increased by zero percent (0%).

6.2 Effective September 2, 2012, the daily rate shall be increased by zero percent (0%).

6.3 Effective September 1, 2013, the daily rate shall be increased by two and one half percent (2.5%).

6.4 Effective September 1, 2014, the daily rate shall be increased by two and one half percent (2.5%).

6.5 All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

7.1 School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.

7.2 School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:

- 1. One (1) glow vest
- 2. Two (2) gloves: (1) winter - (1) summer
- 3. One (1) Raincoat

7.3 Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.

7.4 Effective September 1, 1997, all active School Crossing Guards returning shall receive a one hundred and sixty dollars (\$160.00) payment to be placed toward uniform items.

7.5 Upon discharge or resignation all issued equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.

7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE VIII - VACATION

8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation

with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay.

In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay.

In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.

8.2 Vacation time can only be taken when school is not in session.

ARTICLE IX - INSURANCE

9.1 The City shall provide and pay for the cost of five (5) thousand dollars (\$5,000) Group Term Life Insurance and accidental Death and Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE X - SICK LEAVE

10.1 Sick Leave Allowance - Sick leave shall be earned by each employee of the Association, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.

10.2 A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.

10.3 All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to

two hundred ten (210) days. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

10.4 Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars (\$200.00) lump sum payment. Said payment shall be made during the last month of the spring term.

10.5 The City of Bridgeport Attendance Policy that became effective on April 1, 2000 and all its subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.

ARTICLE XI - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New Employees shall be given a copy of this Agreement at the time of hire. The Association is to receive ten (10) signed copies of this Agreement.

ARTICLE XII - SAVINGS CLAUSE

12.1 If any section, sentence, clause of phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties

in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provisions

ARTICLE XIII - DRUG TESTING

13.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51st through 31-55bb, inclusive excluding section 31-51v.

The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.

ARTICLE XIV - TERMINATION

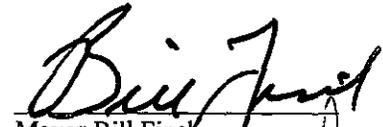
14.1 This agreement shall be effective the first of September, 2010 and shall remain in full force and effect until the 31st day of August, 2015.

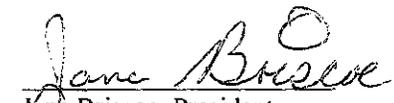
IN WITNESS WHEREOF, the parties hereto set their hand this day of

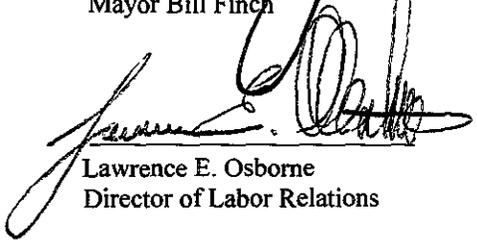
nineteenth ^(19th) day of July, 2011.

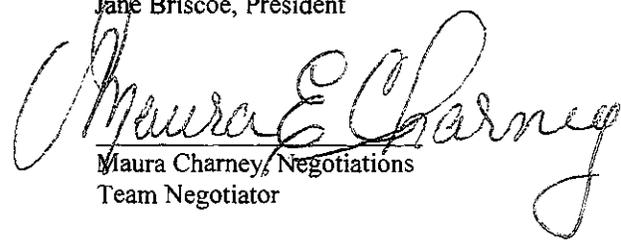
FOR THE CITY

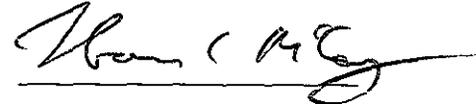
FOR THE UNION


Mayor Bill Finch


Jane Briscoe, President


Lawrence E. Osborne
Director of Labor Relations


Maura Charney, Negotiations
Team Negotiator


Thomas C. McCarthy
Deputy Director of Labor Relations

WAGE APPENDIXES

JOB CODE	JOB TITLE	STEPS	2010	2011	2012	2013	2014
3601	School Crossing Guards	First Step	\$27.91	\$27.91	\$27.91	\$28.61	\$29.33
		Second Step	\$30.09	\$30.09	\$30.09	\$30.84	\$31.61
		Third Step	\$32.41	\$32.41	\$32.41	\$33.22	\$34.05