

**MEMORANDUM OF AGREEMENT**  
**Foxborough Crossing Guards**

The Foxborough School Committee and the Foxborough Crossing Guards hereby agree to a Memorandum of Agreement to be in effect from July 1, 2021 through June 30, 2024. Following are the terms and conditions of said agreement entered into this 15th day of June, 2021.

**1. DEFINITIONS**

- A. Permanent Part-time Employees – shall refer to school crossing guards. Work year is a minimum of 180 days in length plus an additional day for orientation.
- B. Substitute Employees – shall refer to school crossing guards who work on an as needed basis.

**2. WORK ASSIGNMENTS**

- A. An employee’s work assignment is to be determined by the Superintendent of Schools or her/his designee. For crossing guards, this shall include the school site and estimated time required.
- B. A crossing guard’s primary responsibility is to ensure a safe street crossing for children walking in the vicinity of their assigned school or at designated street crossings that lead to the school. Crossing guards shall, when necessary, assist in the movement of school buses.
- C. When a vacancy occurs due to illness or other reason, and the Transportation Manager decides to fill the shift, it will first be offered in seniority order to Permanent Part-time crossing guards than to substitute crossing guards, as long as it doesn’t interfere with their regularly assigned crossings.

**3. SICK LEAVE**

- A. Crossing guards who need to call in sick shall call into the Transportation Supervisor so a substitute can be arranged.
- B. Permanent part-time crossing guards shall accrue sick leave at a rate of 1.5 days per month for each month worked cumulative to one hundred and sixty (160) days. The “year” shall begin with the first day of school and those first employed after that day shall have their sick leave days prorated. Three (3) sick leave days may be used for care of an immediate family member which in this case includes child, spouse, or parent. A doctor’s certificate may be required at the discretion of the Superintendent.

- C. In cases of long-term absence (ten consecutive work days or more), the Superintendent may send the employee to a physician designated by the School District (at the district's expense) for examination. That physician will provide an opinion to the Superintendent on the employee's condition, prognosis, and his/her ability to return to work.

#### 4. **PERSONAL LEAVE**

- A. All permanent part-time crossing guards shall be entitled to two (2) days of personal leave annually. Personal leave may be used for urgent family or personal obligations that cannot be reasonably attended to outside of the normal work day. This leave may not be accumulated. In unusual circumstances, this leave may be extended at the discretion of the Superintendent. Personal Leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work days. Staff will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. Consideration will be given for special family circumstances or celebrations. Unused personal leave days shall be rolled into accumulated sick days at the end of the contract year.
- B. All permanent part-time employees shall be entitled to three (3) bereavement days annually for each death in their immediate family. This shall include grandparents, parents, parents-in-law, spouse, brothers, sisters, children, step children, grandchildren, and any other relative who is a member of the employee's household. This leave may not be accumulated.

#### 5. **JURY DUTY**

Permanent part-time employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid her/his regular compensation without interruption. The employee must present evidence of the amount of compensation received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town. Should the employee's regular per diem salary be less than the jury compensation, the employee has the option to receive such compensation instead of regular pay provided written notice of such option is provided by the employee to the Business Administrator prior to the first pay period effected so that her/his payroll may be suspended. The employee's regular per diem salary will be reinstated upon written notice by the employee to the Business Administrator that jury service has ended.

#### 6. **CLOTHING**

- A. The Transportation Department shall provide appropriate safety equipment and clothing deemed necessary by the Superintendent and/or designee to ensure that the crossing guard's function is recognized by the motoring public. Permanent crossing guards will be provided:
  - All weather high visibility coat as needed, but not more than one every five years.

- Summer gloves, one pair per year
  - Winter gloves, one pair per year
  - Short sleeve golf shirt, powder blue, *Town of Foxborough* logo, up to three per year
  - Sleeveless golf shirt, white, *Town of Foxborough* logo, up to three per year
  - Spring high visibility coat as needed, but not more than one every five years
- B. All crossing guards shall receive an annual clothing allowance of \$180 payable during the first two weeks in October. Only crossing guards regularly scheduled to work one (1) or more crossings per day are eligible for this clothing allowance. Crossing Guards will submit receipts by October 1<sup>st</sup> of each year for pants, footwear and outerwear to be reimbursed under the allowance. Substitute crossing guards are not eligible for this clothing allowance.

Substitute crossing guards will be provided equipment/clothing as follows: Radio, safety vest, orange gloves (winter), and white gloves (spring/fall). All equipment provided to substitute crossing guards shall be returned after the substitute stops acting as a crossing guard.

**7. LONGEVITY**

Each permanent part-time crossing guard who completes the number of years indicated below of continuous employment with the Foxborough Public Schools shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service she/he has completed:

Five (5) years	\$225.00
Ten (10) years	\$275.00
Fifteen (15) Years	\$325.00
Twenty (20) years	\$375.00

**8. HOLIDAYS**

Crossing Guards will be paid for New Year’s Day, President’s Day, Patriots’ Day, Memorial Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day .

**9. Benefit Entitlement and Accrual**

All benefit accrual and entitlement shall cease when an employee is, for any reason, in an unpaid status. This shall include accrual of personal days, sick leave, clothing allowance, longevity, and holiday pay.

**10. WAGES**

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Crossing Guards (per crossing)	\$16.25	\$16.50	\$16.75

Substitute employees to be paid at the same rate as regular employees with no benefits.

## ***11. STAFF REDUCTIONS***

If it becomes necessary to reduce the crossing guard's staff, permanent part-time employees will be terminated on the basis of performance, qualifications and seniority. Seniority shall prevail if performance and qualifications are considered substantially equal.

## ***12. APPEALS***

An employee may appeal her/his termination to the Superintendent but not her/his work assignment.

## ***13. ASSAULT***

Crossing guards will immediately report in writing all cases of physical or verbal assault suffered by them in connection with their employment as a crossing guard. This signed written report shall be filed with the Transportation Supervisor and the Business Administrator. Within five (5) working days of filing said written report, the Business Administrator or designee, the Transportation Supervisor or designee, and the employee who was subject to the assault will meet to review the incident and to discuss preventative measures. The Business Administrator will consider any reasonable request from the employee for information relating to the incident and the individual(s) involved in accordance with existing policies.

## ***14. COMPLAINT AGAINST EMPLOYEE***

- A. Crossing guards will be notified within five (5) working days of receipt by the school administration of a written complaint about her/his performance as a crossing guard. Within five (5) working days of said notification, the affected employee and the Transportation Supervisor will meet to discuss the written complaint. This initial meeting to review a written complaint filed about a crossing guard will include the employee and the Transportation Supervisor. No student(s), parent(s), complainant(s), nor any other outside party will be present at this initial meeting unless mutually agreed upon by the affected employee and the Transportation Supervisor.
- B. If the meeting defined in Section A above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Business Administrator to discuss the written complaint.
- C. If the meeting defined in Section B above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Superintendent of Schools to discuss the written complaint. The decision of the Superintendent on this matter will be final.

- D. The Superintendent reserves the right, at her/his own discretion, to intervene at any step of the process or to bring the matter to the Superintendent's level should circumstances warrant.
- E. If a written complaint is to become a part of the employee's permanent personnel record, she/he will be so advised and given the opportunity to respond in writing. Her/his written response will become a part of the employee's permanent personnel record. The employee shall be provided a copy of the written complaint, provided she/he signs an acknowledge receipt of said complaint. No anonymous complaint will become a part of an employee's permanent personnel record.

#### **15. COMPLAINT BY EMPLOYEE**

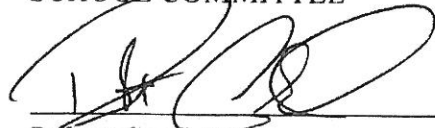
- A. Any crossing guard who has a complaint arising out of her/his working conditions may request in writing a meeting with the Transportation Supervisor. The written request shall contain at a minimum the employee's name, location(s) of duties, time(s) of duties, and a description/explanation of her/his complaint. Within five (5) working days of receipt of said written request, the Transportation Supervisor shall meet with the employee to discuss the complaint. The Transportation Supervisor will provide the employee with a response to her/his complaint within five (5) working days of their meeting.
- B. If the process outlined in Section A above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Business Administrator to discuss the complaint. Within five (5) working days of receipt of said written request, the Business Administrator shall meet with the employee to discuss the complaint. The Business Administrator will provide a written response to the employee's written complaint within five (5) working days of the meeting.
- C. If the process outlined in Section B above does not resolve the matter to the satisfaction of the employee, then the employee may request in writing a meeting with the Superintendent of Schools to discuss the complaint. Within ten (10) working days of receipt of said written request, the Superintendent shall meet with the employee to discuss the complaint. The Superintendent will provide a written response to the employee within ten (10) working days of the meeting. The decision of the Superintendent on this matter will be final.
- D. The Superintendent reserves the right, at her/his own discretion, to intervene at any step of the process or to bring the matter to the Superintendent's level should circumstances warrant.
- E. This complaint process will at no time be used to change, modify or alter the existing policies pertaining to crossing guards. The complaint process, as herein outlines, will be utilized to address valid complaints of employees in order to clarify the intent of the existing policies.

#### **16. PERSONNEL FILE**

Employees will have the right to review the contents of their personnel file, by appointment, during reasonable working hours, in the company of the Superintendent or her/his designee. An employee may obtain copies of the material contained within her/his personnel file at her/his own expense. A representative of the employee's choice may accompany the employee during such review if she/he so elects.

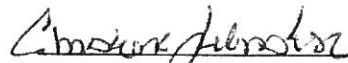
*IN WITNESS of this MEMORANDUM of AGREEMENT* having been accepted by the Foxborough Crossing Guards and the Foxborough School Committee, their authorized representatives hereby affix their hands and seals.

FOR THE FOXBOROUGH  
SCHOOL COMMITTEE

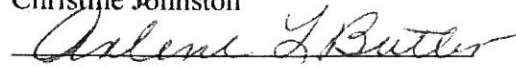


Robert Canfield  
School Committee Chair

FOR THE FOXBOROUGH  
CROSSING GUARDS



Christine Johnston

  
Arlene Butler