

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R12-419

OFFERED BY: C. LaMastra

SECONDED BY: C. Warms

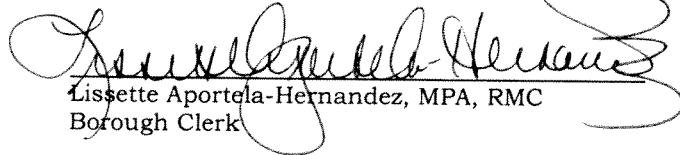
At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on December 11, 2012.

BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that the Collective Bargaining Agreement for the period beginning January 1, 2011 and ending December 31, 2013 between the Tenafly Crossing Guards and the Borough of Tenafly is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Agreement on behalf of the Borough of Tenafly.

| | AYE | NAY | ABSTAIN | ABSENT | | AYE | NAY | ABSTAIN | ABSENT |
|------------|-----|-----|---------|--------|----------|-----|-----|---------|--------|
| BARZELATTO | | | | ✓ | LAMAstra | ✓ | | | |
| HONIG | ✓ | | | | WARMS | ✓ | | | |
| KERGE | ✓ | | | | ZINNA | ✓ | | | |

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON December 11, 2012


Lissette Aportela-Hernandez, MPA, RMC
Borough Clerk

AGREEMENT

Between

**BOROUGH OF TENAFLY
BERGEN COUNTY NEW JERSEY**

And

TENAFLY CROSSING GUARDS

Date of Signing through December 31, 2013

**Ruderman & Glickman, P.C.
675 Morris Avenue, Suite 100
Springfield, NJ 07081
(973) 467-5111**

AGREEMENT

THIS AGREEMENT made this ____ day of ____, 2012, by and between the BOROUGH OF TENAFLY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH" and the CROSSING GUARDS of the Borough of Tenafly, hereinafter referred to as the "CROSSING GUARDS," and is retroactively effective January 1, 2011, except as otherwise provided herein, and shall expire December 31, 2013.

WITNESSETH THAT:

WHEREAS, the parties desire to enter into an AGREEMENT respecting terms and conditions of employment for the calendar years, 2011, 2012, and 2013.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I. The BOROUGH hereby recognizes representatives selected by the CROSSING GUARDS as the exclusive and sole representatives for collective negotiations concerning grievances, and terms and conditions of employment for the CROSSING GUARDS hired by the BOROUGH.

SECTION II. Consistent with P.L. 1968, c. 303 as amended, the BOROUGH shall not affect any change in policy concerning terms and conditions of employment as they presently exist, and they are included as part of this AGREEMENT except as contained herein. This AGREEMENT shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION III. The BOROUGH will provide certain UNIFORM items in a manner set forth herein:

- a. A Uniform hat and emblem will be provided on a replacement basis as deemed necessary by the Chief of Police.
- b. A Uniform jacket will be provided on an anticipated usable life of three (3) years.
- c. Foul weather boots will be provided and will be replaced when needed in the judgment of the Chief of Police after normal wear and tear.

- d. One lightweight jacket for the Spring and Fall will be provided and same will be replaced when necessary in the judgment of the Chief of Police.
- e. One D.O.T. approved reflective traffic vest and hand-held stop sign.

It shall be the responsibility of the employee to maintain in a clean condition and in good repair, all Uniform items; said maintenance responsibility shall include the replacement by the employee of soles or heels of boots provided as necessary.

Employees agree to perform their duties in Uniform of the type and design as deemed by the Chief of Police. In the event an employee appears for duty at any shift lacking adequate identification and required minimum safety equipment, said employee shall be docketed the proportionate pay for such session as provided for in **SECTION VIII** of this AGREEMENT, unless there is justifiable reason why any given item of Uniform is missing.

SECTION IV. The Chief of Police will designate a member of the Police Department to be available during the Day Tour to coordinate the CROSSING GUARD program and in the absence of said person, the person in charge of the shift should assume said responsibility.

SECTION V. All employees shall receive \$57.90 per day in 2011 and 2012. The following guide will be implemented January 1, 2013:

| | <u>2013</u> |
|----|-------------|
| 1. | 48.22 |
| 2. | 50.76 |
| 3. | 53.43 |
| 4. | 56.24 |
| 5. | 59.20 |

Payment of Salaries will be made on a semi-monthly payroll basis for weeks in which the employee actually worked, subject to passage of the required annual Salary Ordinance of the Borough. The Borough, after providing a minimum 30 days notice, may modify the payday to an alternate day. To be eligible for a retroactive payment, an employee must be employed when the parties execute this AGREEMENT or left the employ of the BOROUGH through retirement, disability or death. Salary shall be the only retroactive benefit.

SECTION VI. Employees will be allowed twenty (20) sick/personal periods per year which is equivalent of ten (10) sick/personal days. Employees hired after January 1, 2013 shall receive five (5) paid sick/personal days. By way of calculation, if an employee misses both sessions on a given day, he or she will be compensated as if he or she worked and will be charged with one (1) sick/personal day; if an employee misses one (1) session, he or she will be paid for that session and credited with one-half (1/2) of a sick/personal day. At the end of each calendar year, all regularly employed CROSSING GUARDS hired prior to January 1, 2013 shall be eligible to receive reimbursement for unused sick/personal days at the rate of one-half (1/2) day's pay for each unused day. Unused sick/personal time shall be paid prior to the second month of the following year upon the submission of a voucher approved by the Police Chief. If employed only part of the calendar year, then sick/personal days shall be earned at the rate of one (1) day per month worked to a maximum of ten (10) sick/personal days.

In addition, there are two (2) days maximum per year, with pay, permitted for funeral leave for an immediate family member of all regularly employed CROSSING GUARDS.

SECTION VII. When school is closed for one (1) week during the Winter and Spring Recesses and again during the December Holiday Recess, the regularly employed CROSSING GUARDS hired prior to January 1, 2013 will receive pay for those weeks off. Said pay for time off includes any Holiday that may fall within the Recess.

The past practice will be continued concerning Holidays. By way of clarification, if the Catholic School is closed for one day during the week, the CROSSING GUARDS there will still receive five (5) days pay for the week; similarly, when the Public Schools are closed for a Holiday or Holidays, five (5) days pay will also be given to the CROSSING GUARDS there for that week.

If a school closes early for some reason and the children are dismissed, but the CROSSING GUARD is necessary for an afternoon session elsewhere, said CROSSING GUARD will work at the standard compensation.

Following are the nine (9) paid Holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Rosh Hashanah, President's Day, Good Friday, and Memorial Day.

All CROSSING GUARDS shall receive their current rate of compensation for all extra/special duty jobs assigned by the Chief of Police including Summer School, Tenafly House & Tenafly High School coverage.

Summer School – The CROSSING GUARD assigned to the Summer School program shall be paid Salaries in the amount of **\$113.13** per day for 2011 and 2012 and **\$115.68** per day for 2013.

Tenafly House Crossing – The CROSSING GUARD assigned to work the Tenafly House will be paid Salaries in the amount **\$51.48** per day for 2011 and 2012 and **\$52.64** per day for 2013.

Tenafly High School – The CROSSING GUARD assigned to work the Tenafly High School crossing during the regular school year will be paid salaries for the morning and afternoon sessions in the amount of **\$12.85** for working each session for 2011 and 2012 and **\$13.14** for working each session for 2013.

SECTION VIII. In the event an absence for a day or a portion of a day does not qualify to be credited against the allowance for sick/personal days, they will be deducted from the daily compensation the following amounts:

| | <u>2011</u> | <u>2012</u> | <u>2013</u> |
|--------------------------------|-------------|-------------|-------------|
| If morning session is missed | \$28.95 | \$28.95 | \$29.60 |
| If afternoon session is missed | \$28.95 | \$28.95 | \$29.60 |

The parties acknowledge the need for the work schedule to be flexible in order to adjust to the crossing patterns of school children. The parties agree that it should become desirable to reinstate a middle session, then the morning and/or afternoon sessions shall be adjusted accordingly to reflect the crossing patterns of school children and revised crossing post hours.

SECTION IX. Should an employee have any grievance concerning his or her employment relationship or the matters provided for in the AGREEMENT, he or she shall have the right to state the same in writing and deliver same to the person designated in SECTION IV of this AGREEMENT who shall respond thereto within five (5) calendar days; if the employee is not satisfied with the response, he or she may carry the matter further to the Chief of Police, who shall respond thereto within five (5) calendar days; and if satisfaction is not reached, the employee may appeal further to the Board of Police Commissioners of the Borough, who shall respond within five (5) days following the next regularly scheduled meeting of said body.

SECTION X. This AGREEMENT shall remain in full force and effect until December 31, 2013.

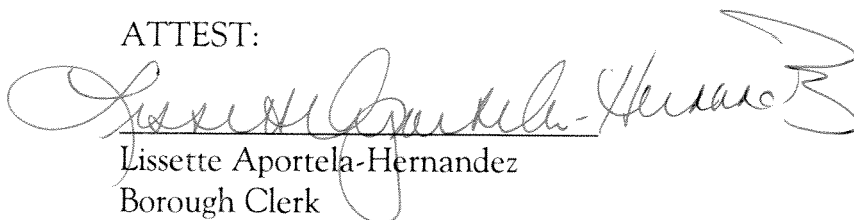
IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY

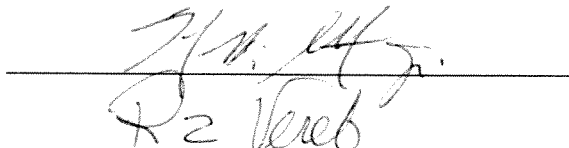
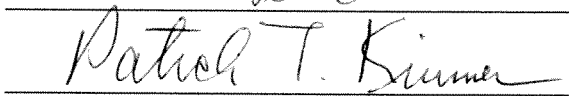


Mayor Peter Rustin

ATTEST:


Lissette Aportela-Hernandez
Borough Clerk

CROSSING GUARDS NEGOTIATING
COMMITTEE

ATTEST:
