

*Passaic School Traffic Guards*  
*Association*  
AGREEMENT

This AGREEMENT, made this **13** day of September 1989, by and between the CITY OF PASSAIC, a municipal corporation of the State of New Jersey, located at 330 Passaic Street, Passaic, New Jersey, hereinafter designated as the "CITY", and the PASSAIC SCHOOL TRAFFIC GUARDS ASSOCIATION, located at Passaic, New Jersey, hereinafter designated as the "ASSOCIATION";

W I T N E S S E T H T H A T:

WHEREAS, the City hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the school traffic guards of the City; and

WHEREAS, the City and the Association, as the result of negotiations, have reached agreement concerning terms and conditions of employment for the 1989, 1990 and 1991 years; and

WHEREAS, the Association, in consideration of the provisions of this Agreement, will require its members to perform all the duties of school traffic guards, as assigned, and as contained in N.J.S.A. 40A:9-154.1 et seq.; and

WHEREAS, the City Council of Passaic, on April 27, 1989, adopted Resolution No. 5312-89, which authorized the City of Passaic to accept the terms and conditions of employment for Association members as contained in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is expressly agreed by and between the parties hereto as follows:

ARTICLE I - TERM

The term of this Agreement shall be for the period from January 1, 1989 to December 31, 1991.

ARTICLE II - SALARIES

(a.) Effective January 1, 1989, all employees of the Association will receive an increase in their 1988 salary base in the amount of six (6) percent.

*January 17 to Dec 31, 1991*

(b.) Effective January 1, 1990, all employees of the Association will receive an increase in their 1989 salary base in the amount of six point five (6.5) percent.

(c.) Effective January 1, 1991, all employees of the Association will receive an increase in their 1990 salary base in the amount of seven (7) percent.

ARTICLE III - HOURS OF EMPLOYMENT

School traffic guards shall work four (4) hours a day for a five (5) day week and shall be compensated accordingly. Included within the said four hours shall be thirty (30) minutes travel time so that actual time on post shall be three and one-half (3½) hours.

ARTICLE IV - HOLIDAYS

(a.) The following days shall be paid holidays to school traffic guards actively on the payroll at the time of the holiday:

|                             |                               |
|-----------------------------|-------------------------------|
| Columbus Day                | Martin Luther King's Birthday |
| Veteran's Day               | Lincoln's Birthday            |
| Thanksgiving &<br>day after | Washington's Birthday         |
| Christmas Recess            | Good Friday                   |
| New Year's Day              | Easter Recess                 |
|                             | Memorial Day                  |

Notwithstanding any other provisions to the contrary, it is expressly understood that both the Christmas recess and Easter recess payments will only be due to those school traffic guards who have completed two (2) full consecutive years of service with the City and will be starting their third year of employment.

(b.) In the event that any of the Association members are required to work on a holiday, any such individual shall be compensated by the City at the flat rate of four (4) hours for the holiday and one and one-half (1½) times the member's regular hourly rate for the number of hours that the individual actually worked.

ARTICLE V - VACATION

School traffic guards are entitled to seven (7) vacation days per school year, and, to the extent that these days are not taken during the school year, the members shall receive an in lieu payment for any unused vacation days at the end of the subject school year.

ARTICLE VI - SICK LEAVE

(a.) Each school traffic guard shall be entitled to eight (8) sick days for each school year computed as follows: 3/4 day to be earned at the end of each working month with 1½ days to be credited at the end of the month of December. A "sick day" shall be considered as a four (4) hour work period at the prevailing rate of compensation.

(b.) At time of retirement, each school traffic guard shall be entitled to be compensated for one-half of his or her unused sick days at the then prevailing rate of compensation. In cases where a retired employee shall die after the date of retirement but prior to having received such compensation, such compensation shall be paid to the estate of the employee.

(c.) Where a member of the Association shall die while still within the employ of the City, compensation for one-half of the employee's unused sick days at the then prevailing rate shall be made to his or her estate.

ARTICLE VII - PERSONAL BUSINESS

(a.) School traffic guards shall be entitled to one (1) day leave of absence with pay during the school year to attend to necessary personal business.

(b.) Any personal leave day not used by the member of the Association shall not accumulate from year to year, but it shall be paid for by the City and included in the member's final paycheck for the school year.

(c.) Requests for personal leave must be filed at least three (3) days in advance with the individual's immediate supervisor and must be approved by the latter individual. Requests for such leave will not be unreasonably denied.

ARTICLE VIII - LEAVE FOR DEATH IN FAMILY

(a.) In the event of death in the member's immediate family, the employee shall be granted time off without loss of pay not to exceed two and one-half (2½) consecutive working days, at least one (1) day of which shall be the day of death or the day of the funeral.

(b.) The term "immediate family" shall mean father, mother, spouse, child, foster-child, sister or brother of the employee or a relative of the employee residing in the employee's household.

#### ARTICLE IX - TRAINING SESSIONS

(a.) Association members will be paid at the prevailing rate by the City for time spent attending mandated training sessions administered by the State of New Jersey.

(b.) In no event shall any such payment exceed the daily rate of four (4) hours.

#### ARTICLE X - JURY DUTY

(a.) An employee who is called for jury duty shall immediately notify the City.

(b.) An employee shall be paid for a full four hours straight time for any work day on which the employee shall appear for jury duty. An employee who shall appear for jury duty shall not be required to return to work even if dismissed prior to normal time for being on post.

(c.) The employee shall return to the City Treasurer all compensation received as a juror.

#### ARTICLE XI - SNOW DAYS

On designated snow days, if Association members work one (1) hour in the morning, they will be paid by the City for four (4) hours at their regular rate of compensation.

#### ARTICLE XII - ADDITIONAL COMPENSATION

(a.) School traffic guards are to be paid by the City for actual time when called back to work for irregular school dismissals.

(b.) Any such payment shall be up to one (1) additional hour per day for a total maximum compensation of five (5) hours per work day.

#### ARTICLE XIII - UNIFORM ALLOWANCE

(a.) Each member of the Association shall receive an annual uniform allowance of \$175.00.

This allowance is in lieu of any purchase by the City of uniforms, hats, badges, etc. This allowance shall be paid in two equal installments, each as close to January 1st and July 1st as is reasonably possible.

(b.) Upon termination of employment, each member of the Association shall be required to turn in their uniforms, hats, badges, etc. to the City.

#### ARTICLE XIV - INSURANCE

##### A. Health Benefits

1. All employees covered by this Agreement, and the eligible members of their immediate families, shall be covered by the following health benefits, the premiums of which shall be paid for by the City: Blue Cross, Blue Shield, Rider "J", Major Medical, New Jersey Dental Service Plan.

2. The City agrees to offer to all employees and to the eligible members of their immediate families, Group Life Insurance; the employee to pay the cost of any premiums. Any such program shall be subject to the carrier's requirements and restrictions.

3. The City agrees to pay the full premium for a prescription plan to be obtained from National Prescription Administrators, Inc., which includes a \$1.00 deductible and oral contraceptives for your spouse and dependent children up to nineteen (19) years of age and those who are full time students' up to twenty-three (23) years of age.

4. Effective September 1, 1985, the City agrees to enroll all employees covered by this Agreement and their eligible family members and to pay the full premium for the Vision Service Plan (24 month benefit period).

##### B. Health Benefits for Retirees

1. Excluding the Dental Service Plan, Vision Plan, Paid Prescription Plan and Group Life Insurance Program mentioned in Subpart A, the City agrees to pay the premiums for such health benefit insurance as shall be in effect at the time of retirement for all retired employees who have completed twenty-five (25) years of service with the State of New Jersey Public Employee Retirement System,