

2833

AGREEMENT
Between the
CITY OF PASSAIC
and the
PASSAIC SCHOOL TRAFFIC GUARDS ASSOCIATION
JANUARY 1, 1995 THROUGH JUNE 30, 2000

AGREEMENT

This AGREEMENT, made this 12 day of June 1998, 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";

WITNESSTH THAT:

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 period January 1, 1995 through June 30, 2000; 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

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, 1995 to June 30, 2000.

ARTICLE II - SALARIES

- (a) Effective January 1, 1995 through June 30, 1995 there will be no increase in the base salary.
- (b) Effective July 1, 1995, through June 30, 1996 there will be a two (2%) percent increase in base salary.
- (c) Effective July 1, 1996, through June 30, 1997 there will be a two (2%) percent increase in base salary.
- (d) Effective July 1, 1997, through June 30, 1998 there will be a two (2%) percent increase in base salary.
- (e) Effective July 1, 1998, through June 30, 1999 there will be a two (2%) percent increase in base salary.
- (f) Effective July 1, 1999, through June 30, 2000 there will be a two (2%) percent increase in base salary.
- (g) All employees hired subsequent to the signing of this agreement shall **not** receive longevity.
- (h) All employees hired prior to the signing of this agreement shall receive longevity as follows:
 - Upon completion of five (5) years - two (2) % of base salary
 - Upon completion of ten (10) years - four (4) % of base salary
 - Upon completion of fifteen (15) years - six (6) % of base salary
 - Upon completion of twenty (20) years - ten (10) % of base salary
 - Upon completion of twenty-five (25) years - twelve (12) % of base salary
 - Upon completion of thirty (30) years & thereafter - fourteen (14) % of base salary

ARTICLE III - HOURS OF EMPLOYMENT

- (a) 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 (4) hours shall be thirty (30) minutes travel time so that actual time on post shall be three and one-half (3 ½) hours. When a crossing guard has a regular post which requires him/her to work when only a religious school is open, the guard shall work the normal amount of daily hours required for a guard.
- (b) When a post becomes available (open for assignment), all crossing guards should be notified of the availability of said post. A crossing guard has the option to request a transfer from their existing post to fill the opening in question, based on seniority.

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 Day	Washington's Birthday
Day After Thanksgiving	Good Friday
Christmas Recess	Spring Recess
New Year's Day	Memorial Day

Notwithstanding any other provisions to the contrary, it is expressly understood that both the Christmas recess and Spring 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 (1 ½) 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: $\frac{3}{4}$ day to be earned at the end of each working month with $1\frac{1}{4}$ 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 fifty (50%) percent of his/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 fifty (50%) percent 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 two (2) days leave of absence with pay during the school year to attend to necessary personal business.
- (b) Any personal leave days not used by the member of the Association shall not accumulate from year to year, but 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 (2 ½) consecutive working days, at least one (1) day of which shall be the day of death or the day of the funeral at the employee's option.
- (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 (4) hours straight time for any workday 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. Any such payment shall be up to a maximum of 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 \$275.00. 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 uniform, hats, badges, etc. to the City.

ARTICLE XIV - INSURANCE

(a) Health Benefits

1. All employees covered by this agreement hired prior to its signing, and the eligible members of their families, shall be covered by the following health benefit plans currently in effect, the premiums of which shall be paid by the City: medical/ surgical plan, dental plan, vision plan, and prescription plan. The prescription plan shall be modified to provide the same coverage as provided to other City employees.
2. All employees covered by this agreement hired subsequent to its signing shall be covered for the employee only by the following health benefit plans currently in effect, the premiums of which shall be paid for by the City: medical/ surgical plan, dental plan, vision plan, and prescription plan. The prescription plan shall be modified to provide the same coverage as provided to other City employees. Employees hired subsequent to the signing of this agreement shall have the option to purchase dependent coverage at their own expense.
3. 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.


ARTICLE XV - ENTIRE AGREEMENT

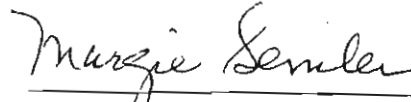
- (a) This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- (b) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto interchangeably set their hands and seals or caused these presents to be signed by their proper officers and caused their proper seals to be hereto affixed, on this day of 1998 .

ATTEST:

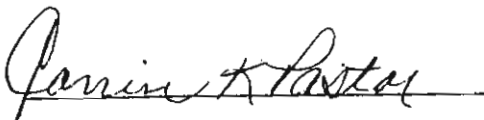
CITY OF PASSAIC

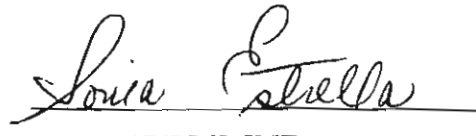

CITY CLERK


MAYOR

ATTEST:

PASSAIC SCHOOL TRAFFIC
GUARDS ASSOCIATION


WITNESS


PRESIDENT