

A G R E E M E N T

THIS AGREEMENT made this 27th day of March, 1990 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 "EMPLOYEE".

WITNESSETH THAT:

WHEREAS, the parties desire to enter into and AGREEMENT respecting terms and conditions of employment for the calendar years 1990 and 1991:

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, terms and conditions of employment for the CROSSING GUARDS hired by the BOROUGH.

SECTION II. Consistent with Chapter 303 P.L. of N.J. 1968 as amended, the BOROUGH shall not affect any change in policy concerning terms and conditions of employment as 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 as set forth herein:

- a. A uniform hat and emblem will be provided on a replacement basis as deemed necessary by the Chief or 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 judgement of the Chief of Police after normal wear and tear.
- d. One pair of Uniform pants or a skirt, at the option of the EMPLOYEE having been provided, will be replaced when same is necessary in the judgement of the Chief of Police.
- e. One long-sleeve light blue uniform shirt having been provided will be replaced when same is necessary in the judgement of the Chief or Police.
- f. One light weight jacket for spring and fall will be provided and same will be replaced when necessary in the judgement of the Chief of Police.

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.

x 3/27/90 - 12/31/91

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 docked the proportionate pay for such session as provided for in Section IX of this AGREEMENT unless there is a justifiable reason why any given item of the uniform is missing.

SECTION IV. The Chief of Police will designate a member of the Police Department to be available during the 8:00 A.M. to 4:00 P.M. shift 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. Salaries in the amount of \$27.15 per day will be effective as of January 1, 1990 and paid through the 1990 Calendar Year.

Salaries in the amount of \$29.00 per day will be effective as of January 1, 1991 and paid through the 1991 Calendar Year.

Payment of Salaries will be made on a weekly payroll basis for weeks in which the employee actually worked subject to passage of the required annual Salary Ordinance of the BOROUGH.

SECTION VII. EMPLOYEES will be allowed thirty (30) sick periods per year which is equivalent to ten (10) sick days. By way of clarification, if an EMPLOYEE misses all three sessions on a given day, he will be compensated as if he worked and will be charged with one (1) sick day; if an EMPLOYEE misses one (1) session, he will be paid for that session and credited with one third (1/3) of a sick day. At the end of each calendar year all regularly employed CROSSING GUARDS shall be reimbursed for unused sick days at the rate of one half (1/2) day's pay for each unused day. If employed only part of a calendar year, then sick days shall be earned at the rate of one (1) day per month worked to a maximum of ten (10) sick days.

In addition, there is one (1) day maximum per year, with pay, permitted for funeral leave for a relative of all regularly employed CROSSING GUARDS.

SECTION VIII. When school is closed for one (1) week during the Winter and Spring Recess and again during the December Holiday Recess, the regularly employed CROSSING GUARDS 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 GUARD 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 Hashana, Washington's Birthday, Good Friday and Memorial Day.

All CROSSING GUARDS shall receive \$10.00 for each parade they participate in at the request of the Tenafly Police Commission.

SECTION IX. 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 days, there will be deducted from the daily compensation the following amounts:

FOR 1990	FOR 1991	
\$ 8.00	\$ 8.70	IF THE MORNING SESSION IS MISSED.
11.15	11.60	IF THE NOON SESSION IS MISSED.
8.00	8.70	IF THE AFTERNOON SESSION IS MISSED.

SECTION X. Should any 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 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 regular scheduled meeting of said body.

SECTION XI. It is the intent of this AGREEMENT to be supplemented to the terms and conditions of the AGREEMENT existing at the present time. All existing terms and conditions of the AGREEMENT shall continue except as modified by this AGREEMENT.

SECTION XII. This AGREEMENT shall remain in full force and effect until December 31, 1991.

IN WITNESS WHEREOF the parties have executed this AGREEMENT on this 27th day of March, 1990.

ATTEST:

Nancy Hatten
Nancy Hatten
Borough Clerk

BOROUGH OF TENAFLY, N.J.

Richard K. Van Nostrand
Richard K. Van Nostrand
Mayor

CROSSING GUARDS NEGOTIATING COMMITTEE
(as authorized by Membership)

Charles W. Mason
John Edgar Bantomas
Benjamin Taylor