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A G R E E M E N T

THIS AGREEMENT made this *Benign* day of _____, 1978 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":

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

WHEREAS, the parties desire to enter into an agreement respecting terms and conditions of employment;

NOW, THEREFORE, it is agreed as follows:

S E C T I O N 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 whether under contract, on leave, on a per diem basis, employed or to be employed by the Borough. Unless otherwise indicated, the term "EMPLOYEE" shall refer to all Crossing Guards hired by the Borough of Tenafly.

S E C T I O N II

Consistent with Chapter 303 P.L. of N.J. 1968 and 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.

S E C T I O N I I I

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 of Police.

B. A uniform jacket will be provided on an anticipated useable 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 pair of uniform pants or a skirt, at the option of the Employee, having been provided during 1977 will be replaced when same is necessary in the judgment of the Chief of Police.

E. One longsleeved light blue uniform shirt having been provided during 1977 will be replaced when same is necessary in the judgment 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 which maintenance responsibility shall include replacement by the Employee of soles or heels of the boots provided when necessary.

Employee agrees 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.

S E C T I O N I V

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.

S E C T I O N V

Salaries in the amount of \$11.75 per day will be paid through this contract period which increase will be retroactive to January 1, 1978. Payment of salaries, however, will be made on a weekly payroll basis for weeks in which the employee actually worked.

S E C T I O N V I

The contract year will be deemed to be the same as the calendar year rather than the school year. Employees understand that they shall be required to perform services for an anticipated school year of up to a maximum of 185 days but that from the cessation of work in the spring up to the recommencement of work in the fall they shall not be considered employees of the Borough of Tenafly.

S E C T I O N V I I

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 (3) 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.

S E C T I O N VIII

When school is closed for one (1) week, no pay will be received but 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 Guards will still receive five (5) days pay; similarly, when the Public Schools are closed for a holiday or holidays, five (5) days pay will also be given. If one school closes early for some reason and the children are dismissed, but a School Guard is necessary for an afternoon session, said Guard will work at the standard compensation.

S E C T I O N 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:

- A. \$3.35 if the morning session is missed;
- B. \$5.00 if the noon session is missed;
- C. \$3.35 if the afternoon session is missed.

S E C T I O N X

Should any Employee have any grievance concerning his employment relationship or the matters provided for in this agreement, he 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 in writing within five (5) calendar days; if the Employee is not satisfied with the response he 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 of Tenafly, who shall respond within five (5) calendar days following the next regular scheduled meeting of said body.

S E C T I O N X I

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.

S E C T I O N X I I

This agreement shall remain in full force and effect until December 31, 1979.

IN WITNESS WHEREOF the parties have executed this agreement on this . day of , 1978.

ATTEST:

Vivian M. Purdy, Borough Clerk

BOROUGH OF TENAFLY

By: _____
John G. Manos, Mayor

CROSSING GUARDS, Negotiating
Committee as authorized by the
Members

Dorothy Arzonico

George Taylor

Hope Sacharoff