

AGREEMENT

Between the

CITY OF PASSAIC

And the

**PASSAIC CITY EMPLOYEES ASSOCIATION
TRAFFIC GUARDS UNIT**

JULY 1, 2006 THROUGH JUNE 30, 2011

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PASSAIC CITY
TRAFFIC GUARDS UNIT

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SCHEDULE A PASSAIC CITY EMPLOYEES ASSOCIATION – TRAFFIC GUARD UNIT HOURLY RATE SCHEDULE 7/1/06 TO 6/30/11.....	22

This AGREEMENT, made this _____ day of _____, 2008,
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 CITY EMPLOYEES ASSOCIATION
– TRAFFIC GUARD UNIT, located at Passaic, New Jersey, hereinafter
designated as the "ASSOCIATION",

WITNESSETH 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 July 1, 2006 through June 30, 2011, 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-154.1 et. seq.

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 July 1, 2006 to June 30, 2011.

ARTICLE II
SALARIES

(a) Effective July 1, 2006 through June 30, 2007 there will be a three (3%) percent increase in the base salary.

(b) Effective July 1, 2007 through June 30, 2008 there will be a three (3%) percent increase in the base salary.

(c) Effective July 1, 2008 through June 30, 2009 there will be a three (3%) percent increase in the base salary.

(d) Effective July 1, 2009 through June 30, 2010 there will be a three (3%) percent increase in the base salary.

(e) Effective July 1, 2010 through June 30, 2011 there will be a three (3%) percent increase in the base salary.

(f) All employees hired on or subsequent to the 12th of June, 1998 shall **not** receive longevity.

(g) All employees hired prior to the 12th of June, 1998 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 (see (i) below)

(i) Notwithstanding paragraph (h), no employee shall be entitled to more than twelve (12) % longevity unless they were hired on a permanent basis prior to July 1, 1976.

ARTICLE III **HOURS OF EMPLOYMENT**

(a) School traffic guards hired on a permanent basis prior to July 1, 2003 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 the actual time on post shall be three and one-half (3 ½) hours.

(b) School traffic guards hired on a permanent basis on or after July 1, 2003 shall work three and one-half (3 ½) hours a day for a five (5) day week and shall be compensated accordingly. They shall not be compensated for any travel time.

(c) When a crossing guard has a regular post which requires them to work when only a religious school is open, the guard shall work the normal amount of daily hours required for a guard.

(d) 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 (see (b) below)
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) Effective upon signing of this Agreement, the Spring Recess Holiday shall be eliminated for all employees.

(c) 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 hourly rate for the number of hours that the individual actually worked.

(d) Holiday pay is based on the number of hours worked each day; i.e., either 3 ½ or 4. (See Article III)

ARTICLE V **VACATION**

(a) 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.

(b) Vacation pay is based on the number of hours worked each day; i.e. either 3 ½ or 4 (See Article III).

ARTICLE VI **SICK LEAVE**

(a) Each school traffic guard shall be entitled to eight (8) sick days for each school year computed as follows: ¾ day to be earned at the end of each working month with 1 ¼ days to be credited at the end of the month of December. A "sick day" shall be considered as a three and one-half (3 ½) or a four (4) hour work period at the prevailing rate of compensation. (See Article III)

(b) At time of retirement, each school traffic guard shall be entitled to be compensated for fifty (50%) percent of their 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 their estate.

(d) Notwithstanding paragraphs (b) and (c), effective upon the signing of this agreement, no employee hired on a permanent basis after July 1, 2003 shall be entitled to any reimbursement for unused sick time.

(e) Sick pay is based on the number of hours worked each day; i.e. either 3 ½ or 4. (See Article III)

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 supervisor. Requests for such leave will not be unreasonably denied.

(d) Pay for personal leave is based on the number of hours worked each day; i.e. either 3 ½ or 4. (See Article III)

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.

(c) Pay for funeral leave is based on the number of hours worked each day; i.e. either 3 ½ or 4. (See Article III)

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 three and one-half (3 ½) or four (4) hours. (see Article III)

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 three and one-half (3 ½) or four (4) hours straight time (see Article III) 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 three and one-half (3 ½) hours or four (4) hours at their regular rate of compensation. (See Article III)

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 either four and one half (4 ½) hours or five (5) hours per work day. (See Article III)

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.

Effective July 1, 2007 the annual clothing allowance shall be \$300.00 and July 1, 2008 it shall be increased to \$325.00 annually and paid as scheduled above.

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

ARTICLE XIV
INSURANCE

(a) **Health Benefits** (Note Section d)

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 the same coverage as provided to other City employees.

2. All employees covered by this agreement hired on or subsequent to June 12, 1998 shall be covered for the employee only by the following health benefits 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 on or subsequent to June 12, 1998 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.

(b) Health Benefits for Retirees (Note Section d)

1. Excluding the Dental Service Plan, Vision Plan, Paid Prescriptions 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, including those employees who retired on disability pensions based on fewer years of service granted in such retirement systems.

2. It is further understood that the premium to be paid for any such retired individual shall also include the employee's spouse for those employees hired prior to June 12, 1998. For employees hired on or subsequent to June 12, 1998 the premium to be paid shall be for the retired individual only, and the retiree shall have the option to purchase coverage for their spouse.

(c) Right on Undertaking Self-Insurance Program

1. The City shall have the right to undertake a self-insurance program which would cover medical and surgical benefits for Association members. Any individual or surgical self-insurance plan or program which the City may establish or join shall provide benefits which are equal or better than the benefits available to Association members covered by this Agreement under the Medical-Surgical Program effective May 1, 1982.

2. In the event that the City decides to change insurance carriers or to self-insure for any of the insurance programs, the Association shall

have the right of consultation and discussion prior to adoption and implementation.

(d) Exclusion for Certain Employees

Notwithstanding paragraphs (a) and (b), no employee hired on a permanent basis on or after July 1, 2003 shall be entitled to any insurance coverage, including but not limited to medical, surgical, dental, vision or prescription insurance coverage.

ARTICLE XV
DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the Business Administrator or his designee during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off" authorization forms and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City's Business Administrator, or his designee.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the Business Administrator or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The City agrees to deduct the fair share fee from the earning of those employees hired on or after the signing of this Agreement who elect not to become members of the Association, or employees who are presently or subsequently become members of the Association and subsequently withdraw from the Association, and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of fair share assessment. A copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the

fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. The Association shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the Appeal.

K. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE XVI
SHOP STEWARD

A. The City recognizes the right of the Association to designate one steward and one alternate and up to two grievance committeepersons to represent the Association and the employees covered by this Agreement. The Association shall furnish the City with the names of the steward and the alternate and the grievance committeepersons and will notify the City of any changes.

B. The authority of the steward or alternate and grievance committeepersons so designated by the Association shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of this Agreement. Normally, grievance investigations and handling will be done during non-working hours; however, if both the City and the Association agree that it is necessary for a steward or grievance committeeperson to perform any of such duties during their working time, the steward or grievance committeeperson shall request to be released from work by their supervisor as soon as convenient to the City and only to the extent necessary to make this investigation and for conferring with the City's representatives.

2. The transmission to the City's representative of messages and information which shall originate with and are authorized by the Association or its officers;

3. Otherwise the steward or grievance committeeperson shall be required to perform his duties in the same manner and to the extent as other employees.

C. Any settlement of a question by the steward or grievance committeeperson and the supervisor of any employee involved in a dispute shall be reviewable by the City and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provision of this Agreement.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting their terms or conditions of employment.

2. With respect to such grievances, no grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the precise terms and conditions

of this Agreement. Disputes concerning terms and conditions of employment controlled by statute, administrative regulation, policy or administrative decision, even if incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Association shall institute action in writing under the provisions herein within ten (10) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between aggrieved employees and the Chief of Police or his designee for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute abandonment of the grievance.

STEP TWO: If the Association wishes to appeal the decision of the Chief of Police or his designee, such appeal shall be presented in writing to the Business Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute along with the relevant facts. The Business Administrator or his designee shall respond, in writing, to the grievance within ten (10) working days of the submission

STEP THREE: If the grievance is not settled through Steps One or Two and it involves an express term of this Agreement, then the grievant shall

have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Association. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether the Arbitrator has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to them involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplements thereto. The decision of the Arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator or his designee on the grievance. In the event the grievant pursues their remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. The Association shall be limited to placing one (1) issue before an Arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties.

I. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

ARTICLE XVIII
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provision of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive or for other legitimate reasons.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

8. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and the discretion on connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state or local laws or regulations.


ARTICLE XIX
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.

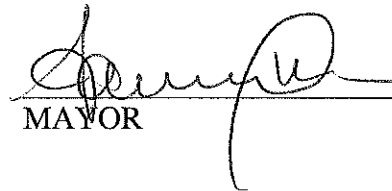
IN WITNESS WHEREOF, the parties have hereto interchangeably set their hands and seals or caused these presents to be signed by their proper officer and caused their proper seals to be hereto affixed, on this 26 day of Feb, 2008.

ATTEST:



CITY CLERK

CITY OF PASSAIC:



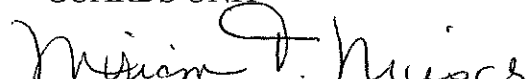
MAYOR

ATTEST:



WITNESS

PASSAIC CITY EMPLOYEES
ASSOCIATION – TRAFFIC
GUARDS UNIT



PRESIDENT