

AGREEMENT

THIS AGREEMENT made this ^{24th}~~17th~~ day of April, 2003, 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 "CROSSING GUARDS," and is retroactively effective January 1, 2000, except as otherwise provided herein, and shall expire December 31, 2004.

WITNESSETH THAT:

WHEREAS, the parties desire to enter into an AGREEMENT respecting terms and conditions of employment for the calendar years, 2000, 2001, 2002, 2003 and 2004.

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

SECTION II. Consistent with P.L. 1968, c. 303 as amended, the BOROUGH shall not affect any change in policy concerning terms and conditions of employment as they 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 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 usable 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, will be replaced when same is necessary in the judgment 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 judgment of the Chief of Police.
- f. One lightweight jacket for Spring and Fall will be provided and same will be replaced when 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; said maintenance responsibility shall include the replacement by the employee of soles or heels of boots provided as necessary.

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 VIII** of this AGREEMENT, unless there is justifiable reason why any given item of 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 **\$39.91** per day will be effective as of January 1, 2000 and paid through the 2000 calendar year. Salaries in the amount of **\$41.11** per day will be effective as of January 1, 2001 and paid through the 2001 calendar year. Salaries in the amount of **\$42.55** per day will be effective as of January 1, 2002 and paid through calendar year 2002. Salaries in the amount **\$44.15** per day will be effective January 1, 2003 and paid through the calendar year 2003. Salaries in the amount of **\$45.81** per day will be effective January 1, 2004 and paid through the 2004 calendar year. Payment of Salaries will be made on a bi-weekly payroll basis for weeks in which the employee actually worked, subject to passage of the required annual Salary Ordinance of the Borough. To be eligible for a retroactive payment, an employee must be employed when the parties execute this AGREEMENT or left the employ of the BOROUGH through retirement, disability or death. Salary shall be the only retroactive benefit.

SECTION VI. Employees will be allowed thirty (30) sick periods per year which is equivalent to ten (10) sick days. By way of calculation, if an employee misses both sessions on a given day, he or she will be compensated as if he or she worked and will be charged with one (1) sick day; if an employee misses one (1) session, he or she will be paid for that session and credited with one-half (1/2) of a sick day. At the end of each calendar year, all regularly employed CROSSING GUARDS shall be eligible to receive reimbursement for unused sick days at the rate of one-half (1/2) day's pay for each unused day. Unused sick time shall be paid prior to the second month of the following year upon the submission of a voucher approved by the Police Chief. 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 VII. When school is closed for one (1) week during the Winter and Spring Recesses 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 GUARDS 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 Hashanah, President's Day, 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 VIII. 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:

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
If morning session is missed	\$19.95	\$20.56	\$21.28	\$22.08	\$22.91
If afternoon session is missed	\$19.96	\$20.55	\$21.27	\$22.07	\$22.90

The parties acknowledge the need for the work schedule to be flexible in order to adjust to the crossing patterns of school children. The parties agree that should it become desirable to reinstate a middle session, then the morning and/or afternoon sessions shall be adjusted accordingly to reflect the crossing patterns of school children and revised crossing post hours.

SECTION IX. 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 regularly scheduled meeting of said body.

SECTION X. This AGREEMENT shall remain in full force and effect until December 31, 2004.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY

Ann A. Moscovitz
Ann A. Moscovitz, Mayor

ATTEST:

Nancy Hatten
Nancy Hatten, RMC, Borough Clerk

CROSSING GUARDS NEGOTIATING COMMITTEE

Peter Quinn
James Higgins
Captain Jamil Ryz - COORDINATOR

ATTEST:
