

**AGREEMENT**

**BETWEEN**

**CITY OF CLIFTON  
PASSAIC COUNTY, NEW JERSEY**

**AND**

**CLIFTON SCHOOL TRAFFIC GUARDS UNION  
LOCAL 1032, CWA**

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**January 1, 2016 through December 31, 2020**

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**COPY**

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**PREAMBLE**

- A. **THIS AGREEMENT**, entered into this 27<sup>th</sup> day of March, 2018, by and between the **CITY of CLIFTON**, in the County of Passaic, hereinafter referred to as the "City," and the **CLIFTON SCHOOL TRAFFIC GUARDS UNION, LOCAL 1032, CWA**, hereinafter referred to as the "Union," represents the complete and the final understanding on all bargainable issues between the City and the Union.
- B. The purpose of this Agreement is to promote and insure harmonious relations between the City and the Union for the mutual interests of the parties hereto, in accord with the intent of the New Jersey Public Employment Relations Act.

**ARTICLE I**  
**RECOGNITION**

- A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all school crossing guards. All other employees are excluded.
- B. It is specifically understood that no members of the bargaining unit hired after April 26, 1979 shall have any continuing right to employment beyond the period of their individual appointments with the City.
- C. All new employees shall serve a probationary period of ninety (90) calendar days. During such time, the City may terminate their employment and no grievance or other administrative proceedings shall be filed by any individual of the Union due to said termination.
- D. Employees shall work as assigned; no employee shall refuse any employment with the City.

**ARTICLE II**  
**DUES CHECK-OFFS**

- A. The City agrees to deduct from the salaries of the employees dues which said members of the Union individually, voluntarily and in writing authorize the City to deduct. Such deductions shall be made in compliance with Chapter 123, New Jersey Public Laws of 1974, N.J.S.A. 52:14-15.9(e), as amended.
- B. If during the life of this Agreement there should be any change in the rate of membership dues, the Union shall furnish to the City written notice forty-five (45) days prior to the effective date of such changes.
- C. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City.
- D. The City shall remit the dues collected to the Union on a quarterly basis (January, April, July, October) of the calendar years covered by this Agreement.
- E. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Chief Financial Officer during the month following the filing of such card with the City.
- F. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.
- G. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- H. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- I. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues. In no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

- J. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union 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.
- K. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.
- L. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fees in escrow pending resolution of the appeal.
- M. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, not only for members in the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is a proper majority representative.
- N. The Union 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 the salary deduction authorization cards or the fair share assessment information as furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the representative of the Union, advising of such changed deduction.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. The City, subject to the limitations contained in this Agreement, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after 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 and its properties and facilities, and the activities of its employees.
  2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
  3. To suspend, demote, discharge or take other disciplinary action for just cause.
  4. To establish a code of rules and regulations of the Authority for the operation of the City.
  5. To make all decisions relating to the performance of the City's operations and maintenance activities, including but not limited to the method, means, processes, materials, procedures and employees to be utilized.
  6. To establish or modify job classifications, job content and qualifications.
  7. To modify the schedule and the working hours of employees.
  8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance.
  9. To change, modify or promulgate reasonable rules and regulations.
  10. To assign work as it determines will benefit the City and/or the public it serves.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the City in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the City in any of its rights, responsibilities and authority under N.J.S.A. 40A:11 et seq., or any other national or state law.
  
- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the City not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.



**ARTICLE IV**  
**UNION SECURITY**

All present employees who are members of the Union under date of execution of this Agreement may become or remain members of the Union. All new employees who are hired during the period of this Agreement may voluntarily and without intimidation become and remain members of the Union. The City shall not interfere with the solicitation of membership, provided such solicitation is not conducted during working hours nor on the City's premises.

**ARTICLE V**  
**NO-STRIKE PLEDGE**

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a successor Agreement, neither it nor any other person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walk-out. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other action contrary to paragraph A hereof, it is covenanted and agreed that participating in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both in the event of such breach by the Union or any of its members.
- E. In the event of activity mentioned above, the City shall cease making deductions under the "dues deduction" and "fair share" sections of this Agreement.
- F. In the event of any activity aforementioned, the parties agree that each employee participating shall pay to the City, as liquidated damages, three (3) days regular pay for each day or part thereof of such activity, which sum shall be in addition to any other relief obtained under paragraph D above.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- A. The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, or any complaint arising with respect to wages, hours of work, or other conditions of employment, and may be raised by an individual, group of individuals, the Union or the City.
- B. The following constitutes the sole and exclusive method for resolving grievances between the parties concerning this Agreement, which shall be followed in its entirety in accordance with paragraph C, unless any step is waived by mutual consent.

STEP 1: The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved and the Lieutenant or his designee for the purposes of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance without prejudice as to the right to file a timely grievance if the event recurs. The appropriate immediate superior shall render a written decision within five (5) calendar days after receipt of the grievance. All grievances shall be in writing and may be initiated by delivery to any appropriate superior. The decision of the Lieutenant is final unless the grievance includes a violation of the Agreement.

STEP 2: If such grievance is not resolved to the satisfaction of the aggrieved, and provided it relates to a violation of this Agreement, upon receipt of written request from the grievant, the Union shall, within five (5) calendar days after the response from the Lieutenant or his designee, submit the same written grievance to the City Manager or his designee. The City Manager or his designee shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render his written decision and reasons with respect thereto. The aggrieved, and a representative of the Union, and or counsel, may, at the option of the aggrieved, attend such hearing. The City Manager or his designee shall submit a copy of his decision to the aggrieved and the Union. Failure to hold a hearing or submit an answer in writing within the time requirements shall move the grievance to STEP 3.

STEP 3: If such grievance is not resolved to the satisfaction of the aggrieved in STEP 2, the aggrieved’s remedy shall be with one of the following: the Civil Service Commission, the Public Employment Relations Commission, or such judicial remedies as may be available. In no event shall such remedy include any form of arbitration.

- C. The City may institute action under the provisions of this Article within five (5) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Union and an earnest effort shall be made to settle the differences between the City and the Union. If

such grievance is not resolved, the City's remedy shall be with one of the following: the Civil Service Commission, the Public Employment Relations Commission, or such judicial remedies as may be available.

- D. Notwithstanding the foregoing, the parties hereto agree that in each year of this Agreement, grievances may be submitted to arbitration with the following conditions.
1. The arbitration panel shall consist of three (3) residents of the City of Clifton selected by mutual agreement between the Municipal Council and the Union. In addition one (1) alternate panel member shall be selected, also by mutual agreement.
  2. Salary increases and other matters of the parties' "interests" are expressly excluded from this procedure.
  3. The actual procedure for the processing and hearing of grievances under Section D shall be determined in the future by the parties.
- E. Grievance conferences and hearings shall be held at either the City Hall or at the Office of the City Manager, provided prior permission has been secured from the City Manager or his designee. A representative from the Union whose presence is required to resolve grievances, shall be released from work without loss of regular, straight-time pay for the purpose of participating in such a grievance resolution, and further, provided that there shall be no interference with the operation of the Crossing Guards. The aforesaid conference and hearing shall be closed to the public where permissible and upon request of the employee.

**ARTICLE VII**  
**VACATIONS**

- A. All employees covered by this Agreement shall be entitled to vacation leave for each year of this Agreement in accordance with the following:
1. Employees hired prior to November 1, 1982 shall receive prorated vacation leave pursuant to Merit System Board law and the applicable rules and regulations promulgated thereunder.
  2. Employees hired on or after November 1, 1982 shall receive eight (8) days vacation leave.
- B. All employees receiving vacation leave shall be permitted to take vacation leave only during the following periods of time:
1. Christmas Recess.
  2. Energy Week Recess.
  3. Spring Recess.
  4. July 1<sup>st</sup> through August 31<sup>st</sup>
  5. N.J.E.A. Convention Recess.
- C. A list of employees who will be at the parochial school(s) during the Energy Week Recess will be provided by the CWA to the City each year by January 15th.

**ARTICLE VIII**  
**SICK LEAVE AND TERMINAL LEAVE**

- A. All employees covered by this Agreement shall be entitled to sick leave for each year of this Agreement in accordance with the following:
1. Employees hired prior to November 1, 1982 shall receive prorated sick leave, which is accumulable except as noted herein, pursuant to Merit System Board law and the applicable rules and regulations promulgated thereunder.
  2. Employees hired on or after November 1, 1982 shall receive six (6) sick days, which is accumulable, except as noted herein.
- B. Sick leave may be utilized in case of personal illness, accident or exposure to contagious disease. In addition, it may be used for short periods of time due to death in the employee's immediate family or in the case of a seriously ill member of the employee's immediate family. Any absence beyond five (5) consecutive working days must be approved, in writing, by the City Manager.
- C. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. In any event, however, the City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- D. Any leave taken in accordance with the provisions concerning payment for disability contained in this Agreement shall utilize any accumulated sick leave under paragraph A of this Article.
- E. Any employee who shall commence terminal leave, which shall be prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50) percent of one hundred and eighty (180) sick days, not to exceed ninety (90) days. Those employees who have accumulated more than one hundred and eighty (180) earned sick days as of December 31, 1988, shall be entitled to a terminal leave benefit upon retirement of no more than fifty (50) percent of the total number of accumulated earned sick days as of December 31, 1988. Days, for purposes of this Article, shall consist of the number of hours each employee works (for example, if an employee works three and one-half (3½) hours per day, a day is three and one-half (3½) hours.
- F. The terminal leave benefit due any employee or his estate may be paid to said employee or estate in either of the two (2) following manners, which may be selected by said retiring employee or estate:
1. The total salary due such employee for terminal leave, paid in equal, bi-weekly installments as shown and authorized by the City's regular payroll as proof for payment during the period of such terminal leave.

2. A lump sum payment option as follows:
  - a. The initial payment in the year in which the employee retires will be limited to the total salary funds available in the municipal budget during that retirement year.
  - b. The balance, if any, is to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.
  
- G. Upon selection of the lump sum payment option, the retiring employee waives any rights to benefits which may have been or will be negotiated after his/her retirement date. Thus, there will be no "pyramiding of benefits."
  
- H. The City shall allow, whenever needed, employees to use two (2) sick day per year as a personal day. Application to use a sick day as a personal day, except in case of emergency, shall be made at least five (5) calendar days prior to the personal leave being taken to the employee's supervisor with a copy to Personnel. A written response to the employee will be made within two (2) calendar days following receipt of such request. However, request to use a sick day as a personal day will not be granted before or after a holiday unless specifically agreed to by the City Manager.

**ARTICLE IX**  
**NON-DISCRIMINATION**

- A. There shall be no discrimination by the City or by the Union against any employee on account of race, color, creed, sex, national origin or political affiliation.
  
- B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or cause to be restrained any employees covered under this Agreement who are not members of the Union.



**ARTICLE X**  
**LONGEVITY**

- A. In addition to salary noted in Article XI, longevity will be paid as follows, as determined by employee's anniversary date:

After five (5) years of service to tenth (10<sup>th</sup>) year inclusive.....2 ½%

From eleventh (11<sup>th</sup>) year of service to fifteenth (15<sup>th</sup>) year inclusive.....5%

From sixteenth (16<sup>th</sup>) year of service to twentieth (20<sup>th</sup>) year inclusive.....7½%

From twenty-first (21<sup>st</sup>) year of service to twenty-fifth (25<sup>th</sup>) year inclusive..10%

From twenty-sixth (26<sup>th</sup>) year of service to retirement..... 12 ½%

- B. There shall be no longevity service created for the period an employee is on leave of absence without pay or any interruption of service.
- C. Any interruption of service due to a cause beyond the control of the employee, for military service, injury or illness, shall be considered as service for the purpose of determining the completion of said cumulative periods with the City.
- D. Any additional compensation from the City to an employee of any nature, including but not limited to overtime, shift differential, or payments for assigned duties, shall not be included as basic annual salary for the purpose of computing longevity payments.
- E. The terms and conditions of this Article do not apply to members of the Union employed after November 1, 1982.
- F. If an employee's starting date falls between January 1<sup>st</sup> and June 30<sup>th</sup>, inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be January 1<sup>st</sup> of that year. When an employee's starting date falls between July 1<sup>st</sup> and December 31<sup>st</sup> inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be July 1<sup>st</sup> of that year. This paragraph shall apply prospectively from January 1<sup>st</sup>, 1980 only, and there shall be no calculation back from that date, nor any retroactive payments.

**ARTICLE XI**  
**SALARIES**

- A. Salaries shall be paid in accordance with the following. Effective July 1, 2014, a Step 7 shall be added to the salary guide as follows, and any employee that has been in Step 6 for at least one year shall move to Step 7.

<b>Minimum</b>	<b>Maximum</b>
<b>\$12.92</b>	<b>\$21.75</b>

**Step 1 - \$12.92**

**Step 2 - \$14.57**

**Step 3 - \$15.60**

**Step 4 - \$16.63**

**Step 5 - \$17.66**

**Step 6 - \$18.71**

**Step 7 - \$20.00**

**Step 8 - \$20.75 (Effective January 1, 2018)**

**Step 8 - \$21.25 (Effective January 1, 2019)**

**Step 8 - \$21.75 (Effective January 1, 2020)**

- B. Step movements shall take place as follows:

1. Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> move up a step on the next January 1<sup>st</sup> following employment date.
2. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> move up a step on the second January 1<sup>st</sup> following employment date.

**ARTICLE XII**  
**HOSPITALIZATION AND INSURANCE**

**A. Prescription Benefits**

1. Eligibility.

All crossing guards shall receive the City's prescription plan benefit with concurrent co-pay one (1) year after the commencement of their employment with the City of Clifton begins.

2. Co-Pays.

For the purpose of the City providing prescription coverage to Employees, the co-pay for each prescription for "non-generic" drugs shall be Twenty Dollars (\$20.00). Effective January 1, 2018, the co-pay for "non-generic" drugs shall be Twenty Five Dollars (\$25.00). There shall be no co-pay for "generic" prescriptions.

3. Chapter 78 Contributions.

In addition to the co-pays set forth above, all eligible employees and eligible retirees will pay a contribution to prescription coverage based upon pensionable base salary in accordance with the provisions of N.J.S.A. 40A:10-21.1 (P. L. 2010, c. 2 and P.L. 2011, c. 78) which are incorporated by reference as if set forth herein at length, and attached hereto.

4. Retiree Coverage.

- a. The prescription coverage set forth above is hereby extended to cover a maximum period of five (5) years after retirement or until the employee's sixty-fifth (65<sup>th</sup>) birthday, whichever comes sooner.
- B. Any employee qualifying for the above coverage who has exhausted his/her five (5) years of retirement benefits will be eligible to pay the City the annual premium for such insurance coverage on an annual basis until such employee attains his/her sixty-fifth (65<sup>th</sup>) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

**B. Life Insurance**

The City will provide an eight thousand five hundred dollar (\$8,500.00) life insurance policy for all employees covered by this Agreement up to the age of seventy (70). For employees age seventy (70) and older, said insurance shall be in the amount of two thousand five hundred dollars (\$2,500.00), and a one thousand dollar (\$1,000.00) policy shall be provided to all retired employees for the first five (5) years of retirement only.

C. **Health Benefits.**

1. In addition to the compensation in the form of regular salaries and wages provided herein, the City of Clifton hereby grants and provides all employees **hired prior to November 1, 1982**, and will continue to provide to all employees covered hereunder and to their eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the Preferred Provider Option ("PPO") Plan, the Direct Access ("DA") Plan and the Omnia Plan, which covered employees may select from during period of open enrollment. Copies of all policies affecting the employees covered by this Agreement shall be on file and available for inspection at the office of the City Clerk of the City of Clifton.

The following conditions shall apply to the hospitalization and medical coverage provided by the City:

1. Deductibles: The employer shall have the right to implement up to a Two Hundred (\$200.00) Dollar deductible for individual subscribers and up to a Four Hundred (\$400.00) Dollar deductible for family subscribers enrolled in the PPO and a One Hundred Fifty (\$150.00) Dollar deductible for individual subscribers and up to a Three Hundred (\$300.00) Dollar deductible for family subscribers enrolled in the DA plan. Omnia Plan deductibles will be based upon the Tier Assignment of the provider or facility. Tier 1 deductible is \$0; Tier 2 is a One Thousand Five Hundred (\$1500.00) Dollar deductible for individual subscribers and a Three Thousand (\$3000.00) Dollar deductible for family subscribers enrolled in the Omnia Plan.

2. Physician Co-Pays: The PPO physician visit co-pay shall be Twenty Dollars (\$20.00) per visit. Effective January 1, 2018, the PPO physician visit co-pay shall be \$25.00 per visit. The DA physician visit co-pay shall be Ten Dollars (\$10.00) per visit. Omnia Plan co-pays will be based upon the Tier Assignment of the provider. The co-pay is Five Dollars (\$5.00) per visit for Tier 1 providers and \$10 per visit for Tier 2 providers. There is also a \$150 co-pay for Tier 2 inpatient admissions other than hospice.

3. Employee Contributions: All employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary in accordance with the provisions of N.J.S.A. 40A:10-21.1 (P. L. 2010, c. 2 and P.L. 2011, c. 78) which are incorporated by reference as if set forth herein at length, and attached hereto.

4. Dependent Coverage: All medical insurance coverage are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of all of the Employees of the City of Clifton. Such insurance coverage shall be extended to cover, through the end of the calendar year during which each attains his or her twenty sixth (26th) birthday, all of the dependent members of the immediate families of the City's Employees who are full time students at a recognized, certified, secondary school or institution of higher learning pursuing a prescribed course of study at any school or institution for which course credits are given or who are "disabled" within the meaning of that term as defined at N.J.S.A. 54:1.2(d).

5. Retiree Medical Benefits

1. For eligible employees who retire from the City of Clifton in accordance with the terms and conditions of the Public Employees Retirement System and N.J.S.A. 40A:10-23, the medical insurance coverage as set forth above is hereby extended to cover a maximum period of five (5) years after retirement or until the employee's sixty-fifth (65<sup>th</sup>) birthday, whichever comes sooner.
2. Any employee qualifying for the above coverage who has exhausted his/her five (5) years of retirement benefits will be eligible to pay the City the annual premium for such insurance coverage on an annual basis until such employee attains his/her sixty-fifth (65<sup>th</sup>) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

6. Employee Paid Coverage.

The benefits provided pursuant to the terms of this Article do not apply to members of the Union who began their employment on or after November 1, 1982. However, such employees are eligible for hospitalization coverage provided they agree to pay the full costs for such coverage.

7. Change in Carriers

The City may, at its option, change any of the foregoing plans or carriers so long as there is no loss of coverage.

D. **Disability Coverage**

The City and the Union do hereby agree that all employees shall be covered by a temporary disability insurance plan provided by the City. Said plan shall require the City and the employees in question to each pay fifty percent (50%) of the premium cost. Said plan requires that to be eligible an employee must exhaust all accumulated sick leave plus all other requirements set forth by the plan. The obligated premium cost to eligible employees under this agreement shall be no more than the premium cost obligation would be under the New Jersey State Disability plan for the duration of the agreement.

**ARTICLE XIII**  
**CLOTHING**

- A. Each member of the Union shall receive all equipment and uniforms as listed in "B" below. The City agrees to replace said equipment and uniforms only if it deems it necessary and only after a request by the member of the Union. Upon termination, all employees are required to return said articles of clothing to the City.
  
- B. Jackets  
Blouses  
Ties  
Raincoats  
Hats  
Overcoats  
Pants for men and women  
Badges  
Lime Safety Vest (Federally mandated)  
Stop Signs
  
- C. All employees must wear a hat, vest, belt and lime gloves in the fall and winter seasons, and white gloves in the spring and summer seasons.
  
- D. The City agrees that the total uniform appropriation for guards shall be six thousand five hundred dollars (\$6,5000.00) for each year of this Agreement. If the clothing allowance runs out in any of the contract years, the City shall provide any new employee hired one (1) uniform set to cover her or him until the new contract year.

ARTICLE XIV  
LEAVES

A. Leaves of Absence.

1. In the event a covered employee is disabled either through injury or illness which is not as a result of or arising from employment, and such injury or illness is certified as such by a City physician, such employee may be granted, by the City Manager, a special leave of absence without pay for such period of time as the City physician shall certify as required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.
2. Such special leave of absence without pay shall not be continued for a period of more than three (3) months from date of commencement of such injury or illness.
3. Not more than three (3) additional consecutive leaves of absence without pay, not exceeding three (3) months each, may be granted by the City Manager to such employee; provided that prior to the granting of each additional leave of absence, the City physician shall certify that the additional leave of absence is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.
4. In the event the City physician, based upon a medical doctor's written report as well as his own written analysis, does not certify that the injury or illness, for which a leave of absence is sought, can be healed or cured within one (1) year of the date of occurrence of such injury or illness, no leave of absence whatsoever may be granted under this regulation.
5. Non-medical leaves of absence may be granted in accordance with the then existing Merit System Broad Rules and Regulations.

B. Bereavement Leave.

Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay for a death in the immediate family, for a period not to exceed three (3) days within a seven (7) day period which shall run from the date of death of the employee's immediate family member. At least one day of leave shall either be the day of death or funeral of the deceased. The immediate family, for the purposes of this Article, is defined as spouse, parent, stepparent, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchildren, or any other relative residing in the employee's household.

Employees agree to act in good faith when utilizing bereavement leave and shall provide reasonable verification of a death upon request.

It is the intention of this Article that the employee will suffer no loss of regular pay for the period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation by the City, bereavement leave will not be granted

C. Leaves for Union Purposes.

1. Up to two (2) Union Stewards may take up to three (3) days off per year to attend Union conferences and workshops, with no loss in regular pay, provided at least one (1) week's notice is provided to the City, in advance of the day(s) required.
2. No more than five (5) members of the bargaining unit shall be excused for negotiations of a successor agreement with the City, at no loss in regular pay, provided such negotiations are mutually scheduled during their working hours. The maximum paid time shall be three (3) hours per day.

D. Snow Days

All employees covered by this Agreement will be eligible to receive four (4) paid snow days. A snow day shall be defined as a day declared by the Board of Education for the closing of all schools in the district for snow or ice prior to the commencement of the school day. Delayed openings or half-day closings shall not qualify. Employees working at a parochial school shall receive this benefit in the event said school is also closed.

E. Jury duty.

Any employee shall be granted necessary time off to perform jury duty as required by law. The employee will notify the City of the requirement for this leave.

F. Court Appearance.

Any guard who is required to appear in court as a witness in a job-related incident shall be paid his/her regular hourly wages for the day. The employee shall provide proof of the need to appear in court.

G. Emergency Closings.

The City shall provide any and all wages for all employees when the Board of Education finds it necessary to close the schools due to a declared state of emergency.



**ARTICLE XV**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XVI**  
**LAYOFFS AND VACANCIES**

- A. Any layoffs shall be made by seniority in accordance with the appropriate Merit System Board regulations.
  
- B. Vacancies.
  - 1. Any vacancies in bargaining unit positions shall be posted in City Hall for seven (7) days, and a copy of said notice shall be mailed to the President of the Union. Employees shall have an opportunity to apply for the vacancies within said posting period before the City hires any outside non-employees.
  
  - 2. In the event of a vacancy, requests for transfer will be honored to the extent possible, keeping qualifications and seniority in mind.
  
  - 3. In the event of a school closing or a post being eliminated for any reason, a senior guard shall have the right to request a post with the same or a greater amount of hours already occupied by a less senior guard.

**ARTICLE XVII**  
**FULLY-BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. 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.

**ARTICLE XVIII**  
**HOLIDAYS**

A. All employees shall be entitled to the following eight (8) holidays:

**New Year's Day**  
**Martin Luther King, Jr.'s Birthday**  
**President's Day**  
**Good Friday**  
**Memorial Day**  
**Thanksgiving Day**  
**Day After Thanksgiving**  
**Christmas Day**

B. The City retains the right to change the holiday schedule depending upon the school calendar so that no holiday is scheduled on a day when school is in session.

C. To be eligible for holiday pay, an employee must work both the day before and the day after the holiday, or be on an excused absence. In the event the absence is due to illness, the employee must provide a doctor's note in order to be paid for the holiday.

**ARTICLE XIX**  
**SUMMER WORK**

- A. In recognition of the need for members of this bargaining unit to work during the summers covered by the Agreement, the City and the Union agree to the following guidelines and conditions for such work when available:
1. Guards will work the standard number of hours normally worked outside of the summer period, which shall be defined as the period between the last day of school and the first day of school during the following school year.
  2. Appropriate breaks will be given and restroom facilities will be available.
  3. The City will endeavor to assign guards to work in the same general field as they are normally required to work.
  4. Article XI rates will apply to summer work.
  5. Guards on summer duty will endeavor to advise the City of vacation dates at the commencement of employment, but no later than two (2) weeks prior to such dates. Vacation requests will normally be accepted; however, the City reserves the right to deny such if appropriate manpower cannot be maintained.
  6. The City shall endeavor to make assignments on the basis of experience.
  7. Insurance coverage presently being provided will also be provided, where applicable, to summer workers.
  8. Employees hired prior to November 1, 1982 shall receive credit for additional vacation and sick leave in accordance with Merit System Board rules and regulations. However, irrespective of hiring date, all guards working during the summer will receive a minimum of one (1) additional vacation day and one (1) additional sick day.
  9. All salaries shall be paid within two (2) weeks after the normal work period.
  10. Guards will be permitted to make adjustments in their uniforms during summer heat, as long as at least one garment indicates employment for the City.
- B. All prior agreements and/or understandings are hereby rendered null and void by the conditions set forth in section A above.
- C. There shall be no obligation of the City to offer work to the bargaining unit during the summer.

**ARTICLE XX**  
**DURATION**

This Agreement shall have a term from January 1, 2016 through December 31, 2020. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 27th day of March, 2018.

ATTEST:

CITY OF CLIFTON

Nancy Ferrigno  
NANCY FERRIGNO  
City Clerk  
City of Clifton

By: James Anzaldi  
JAMES ANZALDI,  
Mayor  
City of Clifton

WITNESS:

CLIFTON SCHOOL TRAFFIC GUARDS  
UNION, CWA LOCAL 1032

Dorothy Marmo

By: Margaret Beissel  
MARGARET BEISSEL  
President

WITNESS:

CWA LOCAL 1032

Dorothy Marmo

By: Mario Rivera  
MARIO RIVERA  
Local Representative

# LAW DEPARTMENT

## INTER-OFFICE MEMORANDUM

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**TO:** City Clerk Nancy Ferrigno  
**FROM:** Municipal Attorney Matthew T. Priore  
**SUBJECT:** Clifton School Crossing Guards  
Contract - 1/1/16 thru 12/31/20  
**DATE:** March 27, 2018

Enclosed is the fully executed contract in the above-captioned matter for filing in your office.

Thank you.

**COPY**

c: Personnel Officer Douglas Johnson  
Chief Financial Officer Joseph Kunz  
City Manager Dominick Villano  
Margaret Beisell, President, Crossing Guards  
(All with copy of contract)