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AGREEMENT

Between:

CITY OF CLIFTON,
PASSAIC COUNTY, NEW JERSEY

and

CLIFTON SUPERVISORS ASSOCIATION

X January 1, 1980 through December 31, 1982

Law Offices:
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ARTICLE II

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the City or the Association against any of the employees covered under this Agreement because of their membership or non-membership in the Association.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. 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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. 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 of those policies or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, a group of individuals, the Association on behalf of an individual or group of individuals, or the City.

C. Steps of the Grievance Procedure

1. 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

1. An aggrieved employee shall file his grievance in writing with his immediate supervisor within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor.

2. The immediate supervisor shall attempt to settle the grievance or render a decision in writing within ten (10) days after the grievance has been filed.

Step Two

1. In the event the grievance has not been satisfactorily resolved at Step One and the grievance involves an alleged violation of this Agreement only, then within ten (10) days following the determination by the immediate supervisor, the aggrieved shall submit the grievance in writing to the City Manager, or his designee.

2. The City Manager, or his designee, shall hold a hearing on such grievance within twenty (20) days after the submission and shall have ten (10) days thereafter to render a written decision.

Step Three

If the grievance is not resolved to the satisfaction of the aggrieved at Step Two, the aggrieved's remedy shall be

Grievance Procedure (continued)

with one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

D. City Grievances

1. The City may institute action under the provision of this Article within ten (10) days after the event giving rise to the grievance has occurred.

2. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the differences between the City and the Association.

3. If such grievance is not resolved, the City's remedy shall be action before one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

ARTICLE IV

DUES CHECK-OFF

A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues for the Association at the rate of one dollar per month during the term of this Agreement or until a subsequent Agreement is signed between the parties. Said monies shall be transmitted to the Association office on a quarterly basis.

B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Association shall furnish to the City written notice forty-five (45) days prior to the effective date of such change, and shall furnish to the City new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed form to the City. 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 the provisions of the salary deduction authorization forms submitted by the Association to the City.

ARTICLE V

MANAGEMENT RIGHTS

A. The City of Clifton 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 rights:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the City, to hire, promote, transfer, assign or retain employees in positions within the City and in that regard to establish reasonable work rules.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

B. 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 discretion in connection

therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any 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 an 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, walk-out or other job action against the City.

C. The Association will not be responsible for any unauthorized actions of its members. However, the Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring out compliance with its order.

Maintenance of Operations (continued)

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. 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 injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

HOSPITALIZATION AND INSURANCE

A. The City shall continue to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including comprehensive Blue Cross (with drug-rider \$1.00 co-pay and Rider J, 365 coverage) and Prevailing Fee Blue Shield (with PE Rider J 365 coverage), and the current Group Major Medical Insurance for said employees. The aforementioned coverage will also continue through the end of the calendar year during which each dependent attains his or her 23rd birthday, for all dependent members of the immediate family of such employee, who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term as defined by N.J.S.A. 54:1-2(f).

B. The City will provide, at no cost to the employee commencing April 1, 1981, a group dental plan with no less coverage than is provided by New Jersey Dental Service Plan, Inc., in their proposal dated February 25, 1979, more specifically, Program 1, including orthodontic benefits, for the term of this Agreement. A copy of the New Jersey Dental Service Plan, Inc., proposal dated February 26, 1979 will be furnished to the Association.

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

D. All health insurance coverages hereinabove in paragraphs A and B hereof, more particularly enumerated, are hereby extended to cover during the period between his or her sixtieth (60th) and sixty-fifth (65th) birthday. For any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1st, 1980, in compliance with the requirements of the Public Employees Retirement System established and maintained under the laws of the State of New Jersey and who shall not, at the time of such retirement have yet attained the age of sixty-five (65) years, provided, however, that any such retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify therefor and shall not be so covered by the City while he or she is employed on a regular basis and such employment provides health insurance coverages not less than those specified in paragraphs A and B hereof above. Any employee qualifying for the above coverage between the ages of fifty-five (55) and sixty (60) years will be eligible

Hospitalization and Insurance (continued)

to pay to the City the annual premium for such insurance coverage on an annual basis until such employee attains his or her sixtieth (60th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

E. The City shall provide optional life insurance coverage for all employees, except seasonal part-time employees. Said life insurance coverage shall be provided at the option of each employee with seventy-five (75%) percent of the cost of same being paid by the respective employee. Coverage under said life insurance protection shall be in accordance with the schedule of coverage provided under the existing group life insurance plan maintained by the City.

F. The City may, at its option, change any of the foregoing plans or carriers so long as substantially similar coverage is provided.

G. The City agrees to provide a copy of each insurance plan covering employees under this Agreement, upon written request from the President of the Association.

ARTICLE VIII

SICK LEAVE AND TERMINAL LEAVE

A. For the purpose of calculating the terminal leave benefit to which an Association member is entitled, such Association member shall earn fifteen (15) sick days per year of service as of January 1 of each year, which days shall be deemed to accumulate from year to year if not used.

B. All sick days shall be prorated on a per diem basis throughout the term of this Agreement, and the fifteen (15) sick days deemed earned as of January 1, 1980, shall be prorated for the calendar year in which termination of the employee may occur.

C. Any leave taken in accordance with Article IX, Leaves of Absence, shall utilize any sick days accumulated pursuant to Section A of this Article.

D. During the term of this Agreement, any employee who shall commence terminal leave on or after January 1, 1980, as provided herein, which terminal leave shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of the sick days earned but not taken upon the condition that he elects an "ordinary service retirement" benefit pursuant to the then existing New Jersey Statute. The terminal leave benefit due any employee may be

Sick Leave and Terminal Leave (continued)

paid to said employee in either of the two (2) following manners which may be selected by said retiring employee:

1. The total salary due such employee for such terminal leave paid in equal bi-month 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. Initial payment in the year in which the employee retires will be limited to the total salary funds available in the municipal budget during the retirement year. The balance, if any, to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.

3. Upon selection of a lump sum payment, the retiring employee waives any rights to benefits which may have been or will be negotiated during the year in which he retires. Thus, there will be no "pyramiding of benefits".

ARTICLE IX

LEAVES OF ABSENCE

A. 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 is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

B. Such special leave of absence without pay shall not be continued for a period of more than three (3) months from the date of commencement of such injury or illness.

C. 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.

D. 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,

Leave of absence (continued)

no leave of absence whatsoever may be granted under this regulation.

E. Non-medical leaves of absence may be granted in accordance with the then existing Civil Service Rules and Regulations.

ARTICLE X

BEREAVEMENT LEAVE

A. Death in Immediate Family

1. 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) consecutive calendar days, one of which shall be either the day of death or the day of the funeral of the deceased.

2. The immediate family, for the purposes of this Article, is defined as spouse, parent, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, grandchild or any other relative residing in the employee's household.

B. Death in Non-Immediate Family

Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

C. Reasonable verification of the death may be required by the City.

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

ARTICLE XI

PERSONAL DAYS

A. Employees covered under this Agreement shall receive two (2) personal days without loss of pay during each year of this Agreement.

B. All personal days must be requested in writing at least one (1) week in advance except in cases of extreme emergency.

C. Personal days may not be utilized in connection with vacation leave.

D. Commencing in 1981, personal days not taken by an employee will accumulate from year to year.

ARTICLE XII

HOLIDAYS

A. The following holidays shall be paid holidays to all employees covered under this Agreement:

New Year's Day

Dr. Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Armistice Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

B. 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.

C. Employees shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation.

D. The paid holidays noted in Section A above which occur on a Saturday will be celebrated on a Friday and those which occur on Sunday will be celebrated on Monday.

ARTICLE XIII - VACATIONS

Employees covered under this Agreement will be entitled to the following

vacation benefits for 1981:

	1st Yr.	2 thru 5 Years	6 thru 10 Years	11 thru 15 Years	16 thru 20 Years	21 thru 25 Years	Over 25 Years
Under 21,109	1 working day per month	14	16	18	20	21	22
21,110 to 23,156	1 working day per month	14	19	19	20	21	22
23,157 to 25,401	1 working day per month	14	20	20	21	22	22
25,402 to 27,889	1 working day per month	14	20	21	22	22	22
over 27,889	1 working day per month	14	21	22	22	22	22

ARTICLE XIV

SALARIES

A. The following salary increases will be granted to employees for the years noted:

1. 1980 8.6 percent
2. 1981 8.1 percent
3. 1982 8.3 percent

B. To be eligible for the 1980 increase, an employee must be on the active payroll of the City either on the date that the final salary ordinance is approved by the City Council or on the date of signing of this Agreement.

C. Employees covered under this Agreement will be paid in accordance with Section A.

ARTICLE XV

LONGEVITY

A. In addition to the salary noted in Article XIV, longevity pay will be paid as follows, as determined by employment anniversary date:

	<u>Percent of Base Salary Per Annum</u>
After five (5) years of service to tenth (10th) year inclusive	2-1/2
From eleventh (11th) year to fifteenth (15th) year inclusive	5
From sixteenth (16th) year to twentieth (20th) year inclusive	7-1/2
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10
From twenty-sixth (26th) year and thereafter	12-1/2

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1980 only, and there shall be no calculation back from that date, nor any retroactive payments.

ARTICLE XVI
DEATH BENEFITS

A. The City shall include in its 1981 and 1982 Budgets, the sum of four thousand (\$4,000.00) Dollars out of which sum shall be paid to widows, if any, or if none, to the estate's of covered employees who shall die during 1981 or 1982, compensation for all unused compensatory time, plus overtime, holiday and vacation time and personal days.

B. The compensation under the provision of this Article shall be computed at the wage scale at the time of accumulation.

ARTICLE XVII

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 XVIII

COMPLETENESS OF AGREEMENT

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 such 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.

ARTICLE XIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980 through December 31, 1982. However, only those items which have been specifically agreed upon as such shall be retroactive to January 1, 1980, namely, Article XIV, Salaries.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this _____ day of _____, 1980.

CITY OF CLIFTON SUPERVISORS ASSOCIATION

BY: _____

Stuart R. [unclear]

CITY OF CLIFTON PASSAIC COUNTY, NEW JERSEY

Gerald [unclear]

ATTEST:

[Signature]

NEGOTIATING COMMITTEE:

Anthony Saffariti
William [unclear]
Walter [unclear]