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AGREEMENT

Between

CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

and

CLIFTON SPECIAL POLICE -
SCHOOL CROSSING GUARDS UNION, LOCAL 1044, CWA

January 1, 1989 to December 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		1
I	Recognition	2
II	Dues Check-Off	3
III	Management Rights	7
IV	Union Security	10
V	No-Strike Pledge	11
VI	Grievance Procedure	13
VII	Vacations	17
VIII	Sick Leave and Terminal Leave	18
IX	Non-Discrimination	21
X	Longevity	22
XI	Salaries	24
XII	Hospitalization and Insurance	25
XIII	Clothing	28
XIV	Leaves	29
XV	Separability and Savings	32
XVI	Layoffs and Vacancies	33
XVII	Fully-Bargained Positions	34
XVIII	Holidays	35
XIX	Summer Work	36
XX	Duration	38

PREAMBLE

A. THIS AGREEMENT entered into this day of
 , 1989, by and between the CITY OF CLIFTON, in the County of
 Passaic, hereinafter referred to as the "City" and the CLIFTON
 SPECIAL POLICE - SCHOOL CROSSING GUARDS UNION, LOCAL 1044, CWA,
 hereinafter referred to as the "Union," represents the complete
 and 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 1
RECOGNITION

- A. The City hereby recognizes the Union for the purposes 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 proceeding 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-OFF

- 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 change.
- 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 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 order by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Union to the City.
- E. 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.

- F. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the City Treasurer during the month following the filing of such card with the City.

- G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Clerk. 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.

- H. 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.

- I. 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.

- J. 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 (85%) percent of the regular membership dues, fees and assessments.

K. 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.

L. Prior to January 1st and July 31st 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.

M. 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.

N. 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, and not only for members in the Union and this Agreement has been executed by the City after it had satisfied itself that the Union is a proper majority representative.

O. 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 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 good 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 hereof 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;11A 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 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 (including picketing and/or lobbying) against the City. 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 job action, it is covenanted and agreed that participation 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. It is expressly understood that the City shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
- F. It is expressly understood that this clause shall survive the Agreement.
- G. In the event of activity aforementioned, the City shall cease making deductions under the "dues deduction" and "fair share" sections of this Agreement.
- H. 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 over this Agreement which, with the exception of the City initiated grievances which will proceed in accordance with Paragraph C, shall be followed in its entirety, unless any step is waived by mutual consent.

Step 1: The aggrieved shall institute action under the provision 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 this 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 reoccurs. The appropriate immediate superior shall render a written

decision within five (5) calendar days after receipt of the grievance. All grievance 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 this 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 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 structure shall move the grievance to Step 3.

Step 3: If such grievance is not resolved to the satisfaction of the aggrieved in Step 2 above, 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. The language above notwithstanding, the parties agree that in each year of this Agreement three (3) 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 the grievances under Section D shall be determined in the future by the parties.

4. The entire paragraph D of this section shall be effective until the end of this contract only. It is specifically understood that this clause shall expire on December 31, 1991.

E. Grievance conferences and hearings shall be held at either the City Hall or at the Offices of the City provided prior permission has been secured from the City or its 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.

ARTICLE VII

VACATIONS

- A. All employees covered by this Agreement shall be entitled to vacation leaves for each for 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. Easter Recess; and/or
 4. July 1st through August 31st.
- 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 15.

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 accumable except as noted herein, pursuant to Merit System Board law and the applicable rules and regulation promulgated thereunder.
2. Employees hired on or after November 1, 1982 shall receive five (5) sick days, which is accumable 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 case for a seriously ill member of the employee's immediate family, as defined by Merit System Board rules and regulations. In regard to care for an immediate family member, 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. 1. Except as modified herein, any employee who shall commence terminal leave, as provided herein, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifth (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.
2. Any employee who shall commence terminal leave on or after January 1, 1989, which shall be a 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, except that 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 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 3-1/2 hours per day, a day is 3-1/2 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 a municipal budget during that retirement year.
 - b. The balance, if any, is to be paid within (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".

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 or national origin.
- 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 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 pay will be paid as follows, as determined by employees anniversary date:

- After five (5) years or service to tenth (10th) year inclusive..... 2 1/2 percent

- From eleventh (11th) year of service to fifteenth (15th) year inclusive..... 5 percent

- From sixteenth (16th) year of service to twentieth (20th) year inclusive..... 7 1/2 percent

- From twenty-first (21st) year of service to twenty-fifth (25th) year inclusive..... 10 percent

- From twenty-sixth (26th) year of service to retirement..... 12 1/2 percent

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 of service 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 payment 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 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 XI

SALARIES

A. Effective January 1, 1989, all employees shall receive salary and increases in accordance with the following guide:

Step 1	\$7.12	Step 4	\$8.50
Step 2	\$7.58	Step 5	\$8.96
Step 3	\$8.04	Step 6	\$9.42

B. Effective January 1, 1990, all employees shall receive salary and increases in accordance with the following guide:

Step 1	\$7.62	Step 4	\$9.00
Step 2	\$8.08	Step 5	\$9.46
Step 3	\$8.54	Step 6	\$9.92

C. Effective January 1, 1991, all employees shall receive salary and increases in accordance with the following guide:

Step 1	\$8.17	Step 4	\$9.55 ^{AK}
Step 2	\$8.63	Step 5	\$10.01
Step 3	\$9.09	Step 6	\$10.47

D. Step movements under paragraphs A, B, and C shall take place as follows: employees hired between January 1 and June 30 move up a step on the next January 1 following employment date; employees hired between July 1 and December 31 move up a step on the second January 1 following employment date.

ARTICLE XII

HOSPITALIZATION AND INSURANCE

- A. The City shall continue to provide, at no cost to the employees hired before November 1, 1982, 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. However, effective January 1, 1989, all employees shall be entitled to a prescription plan (drug-Rider \$1.00 co-pay) at no cost to the employee. 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 presuming 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 an eight thousand five hundred (\$8,500.00) dollar 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 (\$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.

- C. 1. The insurance coverage as set forth in Paragraphs A and B hereof is hereby extended to cover a maximum period of five (5) years after retirement or until the employee's sixty-fifth (65th) birthday, whichever comes sooner.
2. For any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1, 1983, in compliance with the requirements of the Public Employees Retirement System established and maintained under the laws of the State of New Jersey or who is also eligible for retirement under Senate Bill 3026 which has been enacted into law 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 therefore 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 coverage not less than those specified in paragraphs A and B hereof above.
3. 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 (65th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

- D. The City may, at its option, change any of the foregoing plans or carriers so long as substantially similar coverage is provided.
- E. All new employees must serve ninety (90) days in the employ of the City to be eligible for those insurance benefits noted for employees hired after November 1, 1982.
- F. The City agrees to provide a copy of each insurance plan covering employees under this Agreement, upon written request from the President of the Union.
- G. 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, except as noted herein. However, such employees are eligible for hospitalization coverage provided they agree to pay the costs for such coverage.

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. Skirts

Jackets

Blouses

Ties

Raincoats

Hats

Overcoats

Badges

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 the 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) years 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 Board Rules and Regulations.

B. Bereavement Leave

All employees shall be entitled to two (2) consecutive calendar days for bereavement leave for death in the immediate family; one day to be the day of the funeral and the second day to be the day preceding the funeral. Immediate family is defined as: parent, spouse, step-parent, child, step-child, brother, sister, father-in-law, mother-in-law, grandchildren, or any other relative residing in the employee's household. Effective January 1, 1991, all employees are entitled to an additional bereavement day to be taken the day after the funeral, to a maximum of three (3) consecutive calendar days.

C. Leave 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) member 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

1. All employees by this Agreement will be eligible to receive paid snow days in accordance with the schedule set forth below. A snow day shall be defined as a day declared by the Board of Education for the close 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.
2. Snow day eligibility shall be as follows:
 - a. Two (2) snow days, effective January 1, 1989
 - b. An additional snow day, for a total of three (3) snow days, effective January 1, 1990.

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. Layoffs-Employees hired before November 1, 1982

Any layoffs which result from school closings shall be made by seniority in accordance with the appropriate Merit System Board Regulations.

B. Layoffs-Employees hired on or after November 1, 1982

Any layoffs which result from school closings shall be made in accordance with seniority (i.e., last hired, first laidoff).

C. 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.

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 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 coverage 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 hired prior to November 1, 1982, shall be entitled to the following eight (8) holidays:

New Year's Day

Martin Luther King's Birthday

George Washington's Birthday

Good Friday

Memorial Day

Thanksgiving Day

Day after Thanksgiving

Christman Day

Effective January 1, 1990, all employees, irrespective of hiring date, shall be entitled to the holidays list below.

- 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.

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:

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 as 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 can not 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, so 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.

ARTICLE XX

DURATION

This Agreement shall become effective as of January 1, 1989 and shall terminate December 31, 1991.

CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

By: Floria J. Kolodziej

Witness: Betty J. [Signature]

CLIFTON SPECIAL POLICE
SCHOOL, CROSSING GUARDS
UNION, LOCAL 1044, CWA

By: Shawn McNamee

Sec/Treas. Local 1044

Witness: John Lazzarotti

JOHN LAZZAROTTI, President
Local 1044

Jackie Tauriello
JACKIE TAURIELLO, Chief Steward

Bernice Krawczyk
BERNICE KRAWCZYK, Staff
Representative