

AGREEMENT

BETWEEN

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

AND

CLIFTON SUPERVISORS ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

**MATTHEW T. PRIORE, ESQ.
Municipal Attorney
CITY OF CLIFTON LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013**

**CRAIG S. GUMPEL, ESQ.
Law Office of Craig S. Gumpel, LLC
1447 CAMPBELL STREET
RAHWAY, NEW JERSEY 07065**

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE.....	1
ARTICLE I - Recognition.....	2
ARTICLE II - Non-Discrimination.....	4
ARTICLE III - Grievance Procedure.....	5
ARTICLE IV - Dues Check-off.....	10
ARTICLE V - Management Rights.....	11
ARTICLE VI - Maintenance of Operation.....	13
ARTICLE VII - Hospitalization and Insurance.....	15
ARTICLE VIII - Sick Leave and Terminal Leave.....	24
ARTICLE IX - Leaves of Absence.....	28
ARTICLE X - Bereavement Leave.....	30
ARTICLE XI - Personal Days.....	31
ARTICLE XII - Holidays.....	32
ARTICLE XIII - Vacations.....	33
ARTICLE XIV - Salaries.....	34
ARTICLE XV - Longevity.....	35
ARTICLE XVI - Death Benefits.....	37
ARTICLE XVII - Separability and Savings.....	38
ARTICLE XVIII - Work Week and Overtime.....	39
ARTICLE XIX - Evaluations.....	43
ARTICLE XX - Completeness of Agreement.....	45
ARTICLE XXI - Term and Renewal and Signatures.....	46

PREAMBLE

THIS AGREEMENT made this ____ day of _____, 2020, by and between the **CITY OF CLIFTON**, of the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "**City**"), and the **CLIFTON SUPERVISORS ASSOCIATION**, (hereinafter referred to as the "**ASSOCIATION**"), represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE I

RECOGNITION

A. The City recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for the following supervisory positions:

1. Assistant Construction Official
2. Assistant Municipal Engineer
3. Assistant Municipal Tax Collector
4. Construction Official
5. Deputy Municipal Court Administrator
6. Fire Official
7. Municipal Court Administrator
8. Municipal Recycling Coordinator
9. Program Monitor
10. Public Health Nurse Supervisor
11. Recreation Supervisor
12. Senior Assistant Assessor
13. Sr. Reg. Env. Health Specialist
Public Health
14. Supervising Fire Prevention
Specialist
15. Supervising Mechanic
16. Supervising Omnibus Operator
17. Supervising Public Safety
Telecommunicator
18. Supervisor, Code Enforcement/
Zoning Officer
19. Supervisor, Criminal Information
Records
20. Supervisor, Public Works
21. Sewer Repairer Supervisor
22. Superintendent, Public Works

The above supervisory positions are subject to change by the deletion of and/or addition of titles during the term hereof and the City reserves the exclusive right whether or not to fill

any of the above listed positions.

Excluded from this coverage are all those employees covered by the Police Benevolent Association Local 36, FMBA Local 21, and the City of Clifton Employees' Association agreements, confidential employees, managerial, executive and professional employees, and crossing guards.

B. Reference to male employees shall include female employees.

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 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

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**

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/her grievance in writing with his or her Department Head, with a copy to the Personnel Officer, within ten (10) days where reasonably possible of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his or her Department Head.

2. The Department Head 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 the Agreement only, then within ten (10) days where reasonably possible following the determination by the Department Head, the aggrieved shall submit the grievance in writing to the City Manager or designee.

2. The City Manager, or 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 one of the following: The Civil Service Commission or the Public Employment Relations Commission.

A. Within fifteen (15) days of the transmittal of the written answer to the grievance by the City Manager to the CSA, or within thirty (30) days after the matter has been submitted to the City Manager and he or she has not issued a decision, if the grievance is not settled to the satisfaction of both parties, then either the CSA or the City may request that the grievance be submitted to arbitration as hereinafter set forth.

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager or sooner than thirty (30) days after submission of the grievance to arbitration if the City Manager has not issued a decision.

C. In the event the aggrieved employee(s) elects to pursue Civil Service procedures and invokes his/her individual rights and remedies under Civil Service law, rules and regulations and

procedures, the arbitration hearing shall be canceled and the CSA shall withdraw the grievance from arbitration. An aggrieved employee(s) who elects to have the CSA pursue a grievance, as his/her collective negotiations representative, to arbitration shall be deemed to have waived his/her right to proceed under Civil Service law, rules, regulations and procedures on the issue(s) being pursued in the grievance arbitration.

D. In the event of any unresolved grievance, either the CSA or the City may submit such grievance to the New Jersey Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with its rules and regulations. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and provisions of the Agreement, or to add to or subtract from the Agreement, and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

E. Grievance conferences and hearings shall be held at City Hall and a representative from the CSA 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 City.

D. **CITY GRIEVANCES**

1. The City may institute action under the provisions of this Article within ten (10) days after the event giving rise to the grievances 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 or the Public Employment Relations Commission.

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 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 authorization 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 means 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 that 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 *N.J.S.A.* Titles 11, 11A, 40 and 40A, or any other federal, state, county or local laws, ordinances or regulations.

ARTICLE VI

MAINTENANCE OF OPERATION

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 this community and that there shall 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 for its members will 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 employer'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 about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by an Association member(s) 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 of its rights 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 to its members.

ARTICLE VII
HOSPITALIZATION AND INSURANCE

A. **Hospitalization and Medical Coverage**

The City shall 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.

B. **Conditions.**

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 no co-pay for Tier 1 inpatient admissions and a \$150 co-pay for Tier 2 inpatient admissions, other than hospice.

3. Prescription Drug Co-Pays: The City will continue to provide, at no cost to the employee, except as modified herein, a prescription drug plan with no less coverage than the one presently in force, for the term of this Agreement. 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.

4. 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 as Exhibit A.

5. Dependent Coverage: All health insurance coverage (medical, prescription and dental) 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).

C. Dental Coverage. The City will continue to provide, at no cost to the employee, except as modified herein, a group dental

plan with no less coverage than the one presently in force, including orthodontic benefits, for the term of this Agreement.

D. **Life Insurance.** The City will provide a fifteen thousand dollar (\$15,000.00) 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.

E. **Retiree Coverage.**

1. Retirees must meet the eligibility requirements of the CNA, applicable ordinances and applicable New Jersey Statutes, including but not limited to N.J.S.A. 40A:10-21.1 and N.J.S.A. 40A: 10-23, in order to qualify to receive health benefits in retirement.

2. Effective July 1, 2020, the PPO plan will no longer be available to retirees after they reach age 65, or the earliest Medicare eligibility age.

3. Retirees hired or promoted into the CSA after July 1, 2014, that select Medicare primary with the Direct Access Plan or the Omnia Plan as secondary insurance at age 65, or the earliest Medicare eligibility age, shall receive 10 years of medical benefits from the date of retirement. Retirees hired or promoted

into the CSA after July 1, 2014, that select the Medicare Advantage plan at age 65, or the earliest Medicare eligibility age, shall receive a total of 15 years of medical benefits from the date of retirement.

4. Retirees hired or promoted into the CSA before July 1, 2014, that reach 25 years of continuous service with the City of Clifton, that select Medicare primary with the Direct Access Plan or the Omnia Plan as secondary insurance at age 65, or the earliest Medicare eligibility age, shall receive 15 years of medical benefits from the date of retirement. Retirees hired or promoted into the CSA before July 1, 2014, that select the Medicare Advantage plan at age 65, or the earliest Medicare eligibility age, shall receive a total of 20 years of benefits from the date of retirement.

5. Retirees hired or promoted into the CSA before July 1, 2014, that reached 25 years of continuous service with the City of Clifton by January 1, 2020, shall receive a total of 20 years of benefits from the date of retirement and may select from the Direct Access plan, the Omnia plan or the Medicare Advantage plan.

6. Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A: 10-21.1 and N.J.S.A. 52:14-17.28, *et seq.*, (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation.

F. Temporary Disability. The City and the Association do hereby agree that all employees covered by this Agreement 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 (as outlined in Article IX), 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.

G. Changes in Plans or Carriers. The City may, at its option, change the Horizon Blue Cross/Blue Shield Preferred Provider Option Plan and/or carriers upon 60 days notice, so long as the coverage provided is substantially similar, and may offer additional optional plans.

H. Medicare Premiums. Members and their spouse, if applicable, shall continue to be responsible for payment of the costs of their Medicare premiums upon attaining Medicare eligibility, and shall be required to enroll in both Medicare Part A and Medicare Part B and to pay the full amount of the premiums for both. Upon such enrollment in Medicare the City's Medical plan will become

secondary to Medicare. Should an eligible member or spouse fail to enroll in both Medicare Part A and Medicare Part B, the employee's (or spouse's) medical plan benefits through the City's medical plan shall be reduced by the amount that Medicare would have paid had the member enrolled.

I. Health Insurance Opt-Out: Employees that receive the City's health insurance coverage shall be eligible for an opt-out bonus when they waive the City's health insurance coverage subject to the following procedures and limitations:

1. Employees who have other available health insurance, other than through another City employee, will have the opportunity during the annual open enrollment period in June of each year to elect to waive the City's health insurance coverage effective on July 1 of that year.

2. Any employee who waives health insurance coverage as provided for above shall be entitled to an opt-out bonus of twenty five percent of the net savings to the City on account of the waiver, or \$5,000.00, whichever is less. The waiver terms are fully set forth in the City of Clifton Policy for Waiver of Health Insurance Coverage Sharing of Premium Savings.

3. This opt out bonus shall be paid in equal bi-monthly installments annually, along with the regular payroll beginning with the first payroll date in July of the applicable year.

4. If the employee is terminated or leaves employment with the City for any reason after becoming entitled to the opt-out bonus, the employee's entitlement to continue receiving installments pursuant to subparagraph 3 above shall cease upon the effective date of the employee's termination or last date of employment with the City. The employee's last installment of the opt-out bonus, therefore, shall be prorated based upon the employee's last date of employment with the City.

5. To be eligible for the opt-out bonus, the employee must provide proof of alternative health insurance coverage for the employee, and, if applicable, for any eligible dependents.

6. An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon thirty (30) days' written notice to the City. The written notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the Agreement. The employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled.

J. **New Employee Coverage.** All new employees will be eligible for insurance benefits ninety (90) days after their date of employment with the City.

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 1st shall be prorated for the calendar year in which termination of the employee may occur. For purposes of this section, sick leave is defined as personal illness or injury, exposure to contagious disease or in case of a seriously ill member of the employee's immediate family, as defined in Article X, Section A(2). In regard to care for immediate family, any absence beyond five (5) working days must be approved by the City Manager.

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. 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 fifty (50%) percent of the sick days earned but not

taken upon the condition that he elects an "ordinary service retirement" benefit, as defined by PERS, pursuant to the then existing New Jersey Statutes.

2. 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 fifty percent (50%) of accumulated earned sick days as follows:

(a) One hundred eighty (180) days of sick leave (or maximum of 90 full paid days), except that those employees who have accumulated more than one hundred eighty (180) sick days as of December 31, 1987, shall be entitled to a terminal leave upon retirement of fifty percent (50%) of that accumulated earned sick leave days as of December 31, 1987.

(b) Any employee hired between January 1, 1990, and December 31, 1990, shall be limited to a terminal leave benefit of fifty percent (50%) of accumulated sick days of one hundred seventy (170) accumulated sick days (or a maximum of 85 full paid days).

(c) Any employee hired after December 31, 1990, shall be limited to a terminal leave benefit of fifty (50%) percent of accumulated sick days of one hundred sixty (160) accumulated sick days (or maximum of 80 full paid days).

3. At the end of each calendar year of this Agreement, any employee who has accumulated more than one hundred

eighty (180) or more sick days shall have the right to be paid an attendance payment equal to fifty percent (50%) of the sick days earned in and not used in that calendar year. The attendance payment shall be made within one (1) month after the close of the calendar year in which it is earned. Any employee seeking to exercise his right to an attendance payment must make a request for same, in writing, on or before January 15th of the year following the year in which the attendance payment was earned.

E. The terminal leave due any employee or his estate may be paid to said employee or his estate in either one (1) of two (2) following manners which may be selected by said employee or estate:

1. The total salary due such employee for terminal leave, paid in equal bi-monthly 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 that retirement year.

- (b) The balance, if any, is to be paid within one hundred twenty (120) days after the adoption of the municipal budget in the year following the year of retirement.

- (c) Any employee selecting the lump sum method of payment of the terminal leave benefit waives any rights to benefits

which may have been or will be negotiated after his retirement date.

F. This Article shall be subject to the relevant provisions of Family and Medical Leave Act ("FMLA").

ARTICLE IX

LEAVES OF ABSENCE

A. In the event a covered employee is disabled either through illness or injury which is not as a result of or arising from employment, and such injury or illness is certified as such by the 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 exceed three (3) months from the date of the certification of the City Physician.

C. No 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. Prior to 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 that the City Physician, based upon a medical doctor's written report as well as his own written analysis, does not certify 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.

E. Non-medical leaves of absence may be granted in accordance with the then existing Civil Service Commission 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 day of funeral of the deceased. The day of the funeral of the deceased shall only be selected when unusual circumstances exist which would prevent the funeral from being held within the normal two, three, or four days after death.

2. The immediate family, for purposes of this Article, is defined as spouse, child, parent, stepparent, stepchild, brother, sister, father-in-law, mother-in-law, grandchildren, grandparent, civil union partner or any other relative residing in the employee's household.

B. Reasonable verification of a death may be required by the City.

C. 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, that the employee is already receiving payment in the form of vacation pay or other compensation from the City, bereavement will not be granted.

ARTICLE XI

PERSONAL DAYS

A. Employees covered under this Agreement shall be allowed two (2) days of personal business leave annually with the approval of the City Manager.

B. A personal day application shall, except in case of emergency, be made at least five (5) calendar days prior to the personal leave being taken and a written response to the employee will be made within two (2) calendar days following receipt of such request. However, no personal leave request will normally be granted before or after a holiday unless specifically agreed to by the City Manager or department head, if applicable.

C. All personal days accumulated, as of December 31, 1994, will be banked for all employees and such personal leave shall be used by the employee prior to retirement.

D. An employee may accumulate up to ten (10) personal days commencing as of January 1, 2005. Once the employee has accumulated ten (10) personal days, the two (2) annual days will be lost if not used during the calendar year. Accumulated personal leave will not be considered for purposes of terminal leave.

ARTICLE XII

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans 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. Paid holidays noted in Section A above which occur on a Saturday will be celebrated on a Friday and those which occur on a Sunday will be celebrated on a Monday.

ARTICLE XIII

VACATIONS

A. The following schedule shall apply to determine the number of annual vacation days per employee covered under this agreement:

Base Pay (Including Longevity)	First Year	2-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	Over 25 Years
Under \$61,533	1 working day per month	14	16	18	20	21	24
\$61,534 to \$68,828	1 working day per month	14	19	19	20	21	24
\$68,829 to \$70,679	1 working day per month	14	20	20	21	22	24
\$68,620 to \$76,110	1 working day per month	14	20	21	22	22	24
Over \$76,111	1 working day per month	14	22	22	22	22	24

B. Employees covered under this agreement may carry over up to 10 vacation days into the following calendar year or may cash out up to 5 of those 10 vacation days upon notice to the City by December 1 of each year. Payment will be made no later than the first pay in January.

ARTICLE XIV

SALARIES

A. The following salary increases will be granted to employees covered by this Agreement for the years noted, effective January 1st of each year:

January 1, 2019	1.5% increase on top step only
January 1, 2020	1.5% increase on top step only
January 1, 2021	1.5% increase on top step only
January 1, 2022	2.0% increase on top step only

There will be no increase in steps. For employees not at top step, the above increases will be added to Step 6 in their respective guides. New employees hired or promoted into the CSA on or after January 1, 2018 salary steps will be calculated by dividing the employee's starting salary and maximum salary in the range in the year of hire by 6. After the completion of the 6th year of employment, the employee will receive all contractual raises received by the CSA up until that time.

B. To be eligible for the increase, an employee must be on the active payroll of the City on either the date the final salary ordinance is approved by the City or on the date of the signing of this Agreement. Any employee who did not serve the entire year(s) in question will only receive a prorated sum of the amounts designated above.

C. Salaries will be paid in 24 equal payments on the 15th and 30th of each month.

ARTICLE XV

LONGEVITY

A. In addition to the salaries noted in Article XIV, and except as amended herein, longevity pay will be paid to members of the bargaining unit as follows as determined by the employee's anniversary date:

	<u>Percent of Base Salary Per Annum (%)</u>
After five (5) years of service to the tenth (10th) year inclusive	2½
From the eleventh (11th) year to fifteenth (15th) year inclusive	5
From the sixteenth (16th) year to twentieth (20th) year inclusive	7½
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10
From twenty-sixth (26th) year to thereafter	12½

B. Notwithstanding Section A above, effective June 1, 1988, any employee who becomes a member of the bargaining unit shall not be entitled to longevity under this Article. However, if an employee is a member of another bargaining unit of the City of Clifton and is receiving longevity as of the date of his or her becoming a member of the Association, that employee shall continue to receive longevity in accordance with the schedule set forth in Section A above.

C. 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 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.

ARTICLE XVI

DEATH BENEFITS

A. The City shall pay to the surviving spouse, if any, or, if none, to the estate of covered employees who shall die during the year for compensation for all unused compensatory time, plus overtime, holiday and vacation time and personal days.

B. Compensation under the provisions of this Article shall be computed at the wage scale at the time of death.

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

WORK WEEK AND OVERTIME

A. For purposes of this Agreement, all members of the bargaining unit shall work a total of thirty-five (35) hours per week, except those employees working in the Department of Public Works who are governed by this contract shall work forty (40) hours per week.

B. Employees governed by this Agreement, except as noted herein, shall not receive additional compensation for working above and beyond the thirty-five (35) hours or forty (40) hours in a given work week. However, employees governed by this Agreement who are employed in the Public Works Department (as listed below) shall be entitled to compensation, above and beyond the salary increases set forth in Article XIV, of \$450.00 per year for each year of this contract. Effective January 1, 2018, the stipend will be increased to \$1250.00 per year. The stipend for muster time will be \$1,500 per year effective January 1, 2021 and \$1,625 effective January 1, 2022. In exchange for such payment, said individual(s) shall work an additional one hundred twenty-five (125) hours per year, which shall be applied to muster time before or after a shift. Eligible employees may receive additional overtime or compensatory time at time and one-half (1½) their hourly rate for "emergency" situations as determined by and with the written approval of, the department head and City Manager. Failure to obtain written approval by the

department head and City Manager will result in overtime compensation not being paid. Employees eligible under this section for the payment of overtime are: Municipal Recycling Coordinator, Supervising Mechanic, Supervisor Public Works and Sewer Repairer Supervisor.

Additionally, any day that a Supervising Public Safety Telecommunicator works his/her full shift and is required to work through his/her lunch period and/or breaks and such time worked through the lunch period and/or breaks amounts to at least thirty (30) minutes, the Supervising Public Safety Telecommunicator shall receive thirty (30) minutes of compensatory time, in accordance with the settlement agreement previously reached.

Employees shall have the right to receive overtime payment in the form of either compensatory time or cash, subject to maximum amount of compensatory time that may be accumulated in accordance with the Fair Labor Standards Act (FLSA), and the terms and conditions outlined herein, in accordance with the City's policies and procedures.

Employees that earn compensatory time shall be paid for any compensatory time not used on or before October 31st of each calendar year by the first pay period in January of the following year, in accordance with the City's policies and procedures.

Non-DPW employees that currently work a 35 hour work week shall be eligible for overtime or compensatory time for hours worked in excess of 40 hours in a given work week at time and one

half the employee's regular rate of pay. There will be no additional compensation paid for hours worked between 35 hours and 40 hours in a given work week. Overtime shall only be paid with prior written approval of the employee's department head and City Manager. Employees that earn compensatory time will be paid for any compensatory time not used on or before October 31st of each calendar year by the first pay period in January of the following year.

C. Employees governed by this Agreement shall receive as additional compensation "acting pay" when they are required to perform department head duties for more than thirty (30) consecutive calendar days in the absence of such department head. "Acting pay" shall be calculated at fifty percent (50%) of the difference between the employee's salary and the salary for the higher classification (department head) to which duties said employee had been required to assume. All "acting pay" shall be retroactive to the first day on which said employee was required to assume such additional duties.

D. Effective April 1, 2020, employees governed by this Agreement shall receive as additional compensation "emergency pay".

1. Any non-DPW employee called in to work in addition to regularly scheduled hours shall receive a minimum of 2 hours pay at time and one half of the employees hourly rate.

2. This call-in provision shall not apply to scheduled events, when employees are called to report early for a shift and

work until the regularly scheduled shift or when an employee is held over on duty after a regular shift.

3. Overtime and emergency pay assignments are subject to approval by the department head and/or City Manager, or his/her designee.

ARTICLE XIX

EVALUATIONS

A. All members of the bargaining unit shall be evaluated by the City Manager and/or their respective supervisor, as appropriate. The City Manager may consult the immediate supervisor of the employee as he sees fit. The text of the evaluation is confidential and shall only be available to the City Manager, Secretary to the City Manager, the employee's supervisor and the employee. Other personnel may review said evaluation only upon approval of the employee, except for purposes of disciplinary procedures. Said evaluation shall be given annually and may coincide with the anniversary of the employee's date of hiring. Each employee shall be given a copy, for his/her own use, of any evaluation report prepared at least one (1) day before any conference to discuss such evaluation. The employee has the right to a conference with any person(s) whose signature appears on the evaluation prior to the employee signing the evaluation. No such report shall be placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. An employee's refusal to sign the evaluation *per se* will not lead to disciplinary action. A notice will be placed in the employee's file where the employee has refused to sign the

evaluation to note that said form has been received and acknowledged. Following the aforementioned conference, the employee shall have five (5) work days in which to study and respond to the evaluation and conference if he/she so wishes.

B. In the event that additions, deletions or other changes are made in an evaluation report following the employee's signing of that evaluation, the changes shall be dated and initialed by the City Manager and/or supervisor, as appropriate. The employee shall receive copies of the altered report and have three (3) work days in which to study and respond to the charges, if he so desires.

C. No employee shall be given an adverse evaluation without just cause. Appeals of an evaluation shall be made in accordance with Article III of the Agreement between the parties with a final and binding determination to be made pursuant to grievance arbitration conducted through the auspices and rules of the Public Employment Relations Commission.

ARTICLE XX

COMPLETENESS OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 and signed this Agreement.

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2022.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals to this agreement on July _____, 2020.

ATTEST:

CITY OF CLIFTON

NANCY FERRIGNO
City Clerk

By: _____
JAMES ANZALDI
Mayor

CLIFTON SUPERVISORS ASSOCIATION

By: _____
Michael Onder
President, CSA

By: _____
Vice President, CSA

EXHIBIT A

New Jersey Statutes Annotated
Title 40a. Municipalities and Counties (Refs & Annos)
Chapter 10. Insurance (Refs & Annos)
Article 5. Group Insurance Programs
A. Employees Group Insurance Plans

N.J.S.A. 40A:10-21.1

40A:10-21.1. Contributions toward the cost of health care benefits coverage mandated; contributions from monthly retirement allowance toward retirement health care coverage mandated; impact upon collective bargaining agreements; authority of local unit to contract for health care benefits; date contributions to begin

Effective: June 28, 2011

Currentness

a. Notwithstanding the provisions of any other law to the contrary, public employees, as specified herein, of a local unit or agency thereof, herein referred to as an employer, shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this section apply, in an amount that shall be determined in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c), except that, employees employed on the date on which the contribution commences, as specified in subsection d. of this section, shall pay:

during the first year in which the contribution is effective, one-fourth of the amount of contribution;

during the second year in which the contribution is effective, one-half of the amount of contribution; and

during the third year in which the contribution is effective, three-fourths of the amount of contribution,

as that amount is calculated in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c).

The amount payable by any employee under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection b. of N.J.S.40A:10-21 or section 16 of P.L.2010, c. 2 (C.18A:64A-13.1a). An employee who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of base salary under subsection b. of N.J.S.40A:10-21 or section 16 of P.L.2010, c. 2 (C.18A:64A-13.1a).

This subsection shall apply to employees for whom the employer has assumed a health care benefits payment obligation pursuant to N.J.S.40A:10-21, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage, with an employer including a county college.

b. (1) Notwithstanding the provisions of any other law to the contrary, public employees of an employer, as those employees are specified in paragraph (2) of this subsection, shall contribute, through the withholding of the contribution from the monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this section apply, in an amount that shall be determined in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c) using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance, and any future cost of living adjustments thereto, shall be used to identify the percentage of the cost of coverage.

(2) The contribution specified in paragraph (1) of this subsection shall apply to:

(a) employees of employers for whom there is a majority representative for collective negotiations purposes who accrue the number of years of service credit, and age if required, as specified in N.J.S.40A:10-23, or on or after the expiration of an applicable binding collective negotiations agreement in force on that effective date, and who retire on or after that effective date or expiration date, excepting employees who elect deferred retirement, when the employer has assumed payment obligations for health care benefits in retirement for such an employee; and

(b) employees of employers for whom there is no majority representative for collective negotiations purposes who accrue the number of years of service credit, and age if required, as specified in N.J.S.40A:10-23, on or after that effective date or on or after the expiration of a binding collective negotiations agreement in force on that effective date if the terms of that agreement concerning health care benefits payment obligations in retirement have been deemed applicable by the employer to those employees, and who retire on or after that effective date or expiration date, excepting employees who elect deferred retirement, when the employer has assumed payment obligations for health care benefits in retirement for such an employee.

(3) Employees described in paragraph (2) of this subsection who have 20 or more years of creditable service in one or more State or locally-administered retirement systems on the effective date of P.L.2011, c. 78 shall not be subject to the provisions of this subsection.

The amount payable by a retiree under this subsection shall not under any circumstance be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that retiree, under subsection b. of N.J.S.40A:10-23. A retiree who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.40A:10-23.

c. A local unit may enter into a contract or contracts to provide health care benefits, including prescription drug benefits and other health care benefits, as may be required to implement a duly executed collective negotiations agreement, and may provide through such agreement for an amount of employee or retiree contribution as a cost share or premium share that is other than the percentage required under subsection a. or b., or both, of this section, if the total aggregate savings during the term of that agreement from such contributions or plan design, or both, from that agreement as applied to employees and retirees covered by that agreement, and to employees and retirees not covered by that agreement but to whom the agreement has been applied by the employer, if any, equals or exceeds the annual savings that would have resulted had those employees or retirees made the contributions required under subsection a. or b., or both, of this section plus the annual savings resulting to the plans within the State Health Benefits Program as a result of plan design changes made pursuant to P.L.2011, c. 78.

A local unit shall certify the savings in writing to the Division of Local Government Services in the Department of Community Affairs and the Division of Pensions and Benefits in the Department of the Treasury. The Department of Community Affairs shall review and approve or reject the certification within 30 days of receipt. The certification shall be deemed approved if not rejected within that time. The agreement shall not be executed until that approval is received or the 30-day period has lapsed, whichever occurs first.

d. The contribution under subsection a. of this section shall commence: (1) upon the effective date of P.L.2011, c. 78 for employees who do not have a majority representative for collective negotiations purposes, notwithstanding that the terms of an applicable collective negotiations agreement binding on the employer have been applied or have been deemed applicable to

those employees by the employer, or have been used to modify the respective payment obligations of the employer and those employees in a manner consistent with those terms, before that effective date; and (2) upon the expiration of any applicable binding collective negotiations agreement in force on that effective date for employees covered by that agreement with the contribution required for the first year under subsection a. of this section commencing in the first year after that expiration, or upon the effective date of P.L.2011, c. 78 if such an agreement has expired before that effective date with the contribution required for the first year under subsection a. of this section commencing in the first year after that effective date.

Once those employees are subjected to the contribution requirements set forth in subsection a. of this section, the public employers and public employees shall be bound by this act, P.L.2011, c. 78, to apply the contribution levels set forth in section 39 of this act until all affected employees are contributing the full amount of the contribution, as determined by the implementation schedule set forth in subsection a. of this section. Notwithstanding the expiration date set forth in section 83 of this act, P.L.2011, c. 78, or the expiration date of any successor agreements, the parties shall be bound to apply the requirements of this paragraph until they have reached the full implementation of the schedule set forth in subsection a. of this section.

As may be permitted by law or otherwise, the authority to determine an amount of contribution at the discretion of the employer or by means of a binding collective negotiations agreement, and by means of the application of the terms of such an agreement to employees who do not have a majority representative for collective negotiations purposes, or the modification of the respective payment obligations of the employer and those employees in a manner consistent with the terms of such an agreement, shall remain in effect with regard to contributions, whether as a share of the cost, or percentage of the premium or periodic charge, or otherwise, in addition to the contributions required under subsections a. and b. of this section.

This section shall apply when the health care benefits are provided through self insurance, the purchase of commercial insurance or reinsurance, an insurance fund or joint insurance fund, or in any other manner, or any combination thereof.

This section shall apply to counties and municipalities, and any agency, board, commission, authority, or instrumentality of a local unit, fire districts, or other entities created by a county or municipality, and to county colleges.

Amounts deducted from a retiree's benefit pursuant to subsection b. of this section shall be paid to the retiree's former employer, as appropriate.

All other provisions of law shall remain applicable to the extent not inconsistent with this section.

e. Any extension, alteration, re-opening, amendment or other adjustment to a collective negotiations agreement in force on the effective date of P.L. 2011, c. 78, or to an agreement that is expired on that effective date, shall be considered a new collective negotiations agreement entered into after that effective date for the purposes of this section.

Credits

L.2011, c. 78, § 42, eff. June 28, 2011.

Editors' Notes

EXPIRATION

<This section expires four years after the effective date under the terms of L.2011, c. 78, § 83; however, for extension of the expiration date, see this section.>

Notes of Decisions (2)

N. J. S. A. 40A:10-21.1, NJ ST 40A:10-21.1

Current with laws through L.2020, c. 35.

End of Document

© 2020 Thomson Reuters. No claim to original U.S. Government Works.