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AGREEMENT

between

Clifton, City of
CITY OF CLIFTON,
PASSAIC COUNTY, NEW JERSEY

and

CLIFTON CITY EMPLOYEES' ASSOCIATION

January 1, 1986 through December 31, 1986

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PREAMBLE

THIS AGREEMENT made this 20th day of February , 1986,
by and between the CITY OF CLIFTON, in the County of Passaic, New
Jersey, a Municipal Corporation of the State of New Jersey,
hereinafter referred to as the "City", and CLIFTON CITY
EMPLOYEES' 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 all full-time and part-time (as hereinafter defined) non-uniformed civil service employees employed by the City of Clifton but excluding those employees covered by the Clifton Supervisors Association, the Municipal Court Judge, the Police Chief, the Fire Chief, Police Crossing Guards, the City Clerk, Municipal Counsel, First Legal Assistant, Second Legal Assistant, City Prosecutor, Special counsel, Policemen, Firemen, Confidential Employees, Managerial Executives and Professional Employees within the meaning of the New Jersey Employer-Employee Relations Act of 1974.
- 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 any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interference with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement or any complaint arising with respect to wages, hours of work or other conditions of employment, and of those policies or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an

individual, a group of individuals, the Association on behalf of an individual or group of individuals, or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall file his grievance in writing with his immediate supervisor, who is not the subject of the grievance within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, by a supervisor who is not the subject of the grievance.
2. The immediate supervisor, who is not the subject of the grievance, 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 a satisfactory settlement has not been reached, the grievance shall be filed by the aggrieved with the Department Head or his designee within five (5) days.

2. The Department Head, or his designee, shall have ten (10) days to file a written answer to the grievance.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two and the grievance involves an alleged violation of this Agreement only, then within ten (10) days following the determination of the Department Head, or his designee, the aggrieved shall submit the written grievance to the City Manager, or his designee.
2. The City Manager, or his designee, shall hold a hearing on such grievance within twenty (20) days after submission and shall have ten (10) days thereafter to render a written decision.

Step Four:

If the grievance is not resolved to the satisfaction of the aggrieved at Step Three, the aggrieved's remedy shall be action with one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may available.

D. City Grievances

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

2. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the differences between the City and the Association.
3. If such grievance is not resolved, the City's remedy shall be action before one of the following: The Civil Service Commission, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

E. Miscellaneous

1. Grievance conferences and hearings shall be held at City Hall. A representative from the Association and up to two (2) witnesses whose presence is required to resolve a grievance shall be released from work without loss of regular straight time pay for the purpose of participation in such a grievance resolution.

ARTICLE IX

DUES CHECK-OFF

- A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues for the Association at the rate of one dollar per month during the term of this Agreement or until a subsequent Agreement is signed between the parties. Said monies shall be transmitted to the Association office on a quarterly basis.
- B. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Association shall furnish to the City written notice forty-five (45) days prior to the effective date of such change, and shall furnish to the City new authorizations from its members showing the authorized deduction for each employee.
- C. The Association will provide the necessary "checkoff authorization" form and deliver the signed form to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the provisions of the salary deduction authorization forms submitted by the Association to the City.

ARTICLE V

MANAGEMENT RIGHTS

A. The City of Clifton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing rights:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
2. Manage employees of the City, to hire, promote, transfer, assign or retain employees in positions within the City and in that regard to establish reasonable work rules.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

B. The exercise of the foregoing powers, rights, authority duties and responsibilities of the City, the adoption of policies, rules, regulations and practices, and the

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

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

ARTICLE VI
MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the City.
- C. The Association will not be responsible for any unauthorized actions of its members. However, the Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all

such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring out compliance with its order.

- D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

TRAVEL WITH PERSONAL VEHICLE

Employees covered under this Agreement will not be required or authorized to use personal vehicles for municipal business.

ARTICLE VIII

VACANCIES

- A. The City shall, in the case of all budgeted job vacancies, post a notice wherever notices of general applicability are posted in City Hall, stating the title and salary of the available position and the department in which the vacancy occurs.
- B. The filling of job vacancies is recognized as a managerial prerogative and not subject to the terms of this Agreement. However, when a vacancy is filled, it shall be filled pursuant to existing Civil Service Rules and Regulations.
- C. The City in its sole discretion may increase or decrease the work force and fill or leave unfilled existing job vacancies. In addition, the City may also at its discretion add to or abolish positions.

ARTICLE IX

HOSPITALIZATION AND INSURANCE

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

C. The City will provide a ten thousand (\$10,000.00) dollar life insurance policy for all employees covered by this Agreement up to the age of 70. For employees age seventy (70) and older, said insurance shall be in the amount of two thousand five hundred (\$2,500.00) dollars, and a one thousand (\$1,000.00) dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

D. The covered employee shall receive the insurance coverage as set forth in paragraphs A and B hereof, more particularly enumerated, are hereby extended to cover a retired employee between the ages of fifty-five (55) to sixty-five (65). For any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1, 1980, in compliance with the requirements of the Public Employees Retirement System established and maintained under the laws of the State of New Jersey and who shall not, at the time of such retirement have yet attained the age of sixty-five (65) years, provided, however, that any such retired employees 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 coverages not less than those specified in paragraphs A and B hereof above. Any

employee qualifying for the above coverage will be eligible for such insurance coverage until such employee attains his or her sixty-fifth (65th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

- E. The City shall provide optional life insurance coverage for all employees, except seasonable part-time employees. Said life insurance coverage shall be provided at the option of each employee with seventy-five (75%) percent of the cost of same being paid by the respective employee. Coverage under said life insurance protection shall be in accordance with the schedule of coverage provided under the existing group life insurance plan maintained by the City.
- F. The City may, at its option, change any of the foregoing plans or carriers so long as substantially similar coverage is provided.
- G. The City agrees to provide a copy of each insurance plan covering employees under this Agreement, upon written request from the President of the Association.
- H. New employees, hired after the execution of this Agreement, shall not be eligible for any of the Health Benefits of this Article for the first ninety (90) days of employment.

ARTICLE X

SICK LEAVE AND TERMINAL LEAVE

- A. During the first year of employment employees will earn one (1) sick leave day for each month worked. During the second year of employment and each year thereafter, employees will earn one and one quarter (1 1/4) days sick leave for each month worked. If an employee has completed five years of service, that employee will be credited with fifteen (15) days of sick leave on January 1, 1981 and on each January 1 thereafter, although the credited sick days will not yet have been earned for that forthcoming year. In the event the employee leaves the service of the City for any reason thereafter, the employee will reimburse the City for any such used, although not earned sick days.
- B. 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.

- C. For each employee, sick leave days shall be deemed to accumulate from year to year if not used and calculated from that employee's date of employment.
- D. Any leave taken in accordance with Article XI; Leaves of Absence, shall utilize any sick days accumulated pursuant to Sections "A" and "C" of this Article.
- E. During the term of this Agreement, any employee who shall commence terminal leave, as provided herein, which terminal leave shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of the sick days earned but not taken upon the condition that he elects an "ordinary service retirement" benefit pursuant to the then existing New Jersey Statute. The terminal leave benefit due any employee may be paid to said employee in either of the two (2) following manners which may be selected by said retiring employee:
1. The total salary due such employee for such terminal leave paid in equal bi-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) Initial payment in the year in which the employee retires will be limited to the total salary funds available in the municipal budget during the

retirement year. The balance, if any, to be paid within sixty (60) days after the adoption of the municipal budget in the year following the year of retirement.

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

ARTICLE XI
LEAVES OF ABSENCE

- A. In the event a covered employee is disabled either through injury or illness which is not as a result of or arising from employment, and such injury or illness is certified as such by a City physician, such employee may be granted by the City Manager, a special leave of absence without pay for such period of time as the City physician shall certify is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.
- B. Such special leave of absence without pay shall not be continued for a period of more than three (3) months from the date of commencement of such injury or illness.
- C. Not more than three (3) additional consecutive leaves of absence without pay, not exceeding three (3) months each, may be granted, by the City Manager, to such employee; provided that, prior to the granting of each additional leave of absence, the City physician shall certify that the additional leave of absence is required to heal or cure such injury or illness sufficiently for the employee to resume the normal and usual duties of employment.

- D. In the event the City physician, based upon a medical doctor's written report as well as his own written analysis does not certify that the injury or illness, for which a leave of absence is sought, can be healed or cured within one (1) year of the date of occurrence of such injury or illness, no leave of absence whatsoever may be granted under this regulation.
- E. Non-medical leaves of absence may be granted in accordance with the then existing Civil Service Rules and Regulations.

ARTICLE XII
BEREAVEMENT LEAVE

A. Death in Immediate Family

1. Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed three (3) consecutive calendar days, one of which shall be either the day of death or the day of the funeral of the deceased.

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

B. Reasonable verification of the 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, the employee is already receiving payment in the form of vacation pay or other compensation from the City, bereavement leave will not be granted.

ARTICLE XIII

PERSONAL DAYS

- A. Employees covered under this Agreement shall receive two (2) personal days without loss of pay during each year of this Agreement.
- B. All personal days must be requested in writing at least one (1) week in advance except in cases of extreme emergency.
- C. Personal days may not be utilized in connection with vacation leave.
- D. Personal days not taken by an employee will accumulate from year to year.

ARTICLE XIV

HOLIDAYS

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

New Year's Day
Dr. Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Armistice Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. To be eligible for holiday pay, an employee must work both the day before and the day after the holiday or be on an excused absence.
- C. Employees shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation.
- D. The paid holidays noted in Section A above which occur on a Saturday will be celebrated on the preceding Friday and those which occur on Sunday will be celebrated on the following Monday.

ARTICLE XV

VACATIONS

- A. Employees covered under this Agreement will be entitled to the following vacation benefits:

1st year	2-5 years	6-10 years	11-15 years	16-20 years	21-25 years	Over 25 years
1 working day per month	14	16	18	20	21	22

- B. Employees whose vacation benefits are presently in excess of those noted in Schedule A will not lose any vacation time as a result of the inclusion of Section A in this Agreement. Their benefits will be "red circled" until their service time places them in the appropriate position on the vacation schedule.

ARTICLE XVI

SALARIES

- A. For the 1986 year, salaries will be increased by five (5%) percent.
- B. To be eligible for the 1986 increases, an employee must be on the active payroll of the City either on the date that the final salary ordinance is approved by the City Council or on the date of signing of this Agreement. In addition: (1) any employee who was qualified to and did retire in compliance with the requirements of any public employee pension system established by the laws of the State of New Jersey after January 1, 1986; and, (2) any employee whose period of employment fixed by law or ordinance expired after January 1, 1986, shall be eligible for retroactive salary increases for the period from January 1, 1986 to the actual date of termination of employment with the City; and (3) retroactive increases shall not be available to any employee who for reasons other than retirement has voluntarily terminated employment with the City or whose employment was terminated by the City.
- C. Employees covered under this Agreement will be paid in accordance with Section A.

D. It is understood that minimum salaries for entry level positions shall remain at the levels in effect on December 31, 1985. Salary level steps between minimum and maximum rates for entry level positions shall be adjusted as follows:

1. For all persons entering employment after the execution of this Agreement, the salary scale shall be adjusted so that the maximum salary level is a product of the maximum level in effect on December 31, 1985 increased in accordance with the schedule set forth in paragraph A, above. All steps between the minimum and maximum shall be adjusted so that the difference between the minimum and maximum is divided into equal proportions. It is understood that the maximum salary level for each job category shall be the same for all employees in that category (subject to longevity increases set forth in Article XVII), regardless of an employee's date of hire.

2. For all employees whose employment commenced on or before the date of execution of this Agreement, all salary steps which were in effect on December 31, 1985 shall be increased in accordance with the schedule set forth in paragraph A, above.

ARTICLE XVII

LONGEVITY

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

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

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

ARTICLE XVIII

EMERGENCY PAY

- A. Any employee called in to work in addition to regularly scheduled hours shall be guaranteed two (2) hours pay at that employee's overtime rate.
- B. This call-in provision shall not apply when an employee is called to report early for a shift and works until the regularly scheduled shift, or when an employee is held over on duty after a regular shift.

ARTICLE XIX

OVERTIME

- A. Employees may be required to work a reasonable amount of overtime.
- B. Employees who are required to work overtime will be compensated in the following manner:
1. Department of Public Works and Maintenance Employees
Time and one-half (1 1/2) for all work in excess of forty (40) hours per week.
 2. City Hall and All White Collar Workers
Compensatory time at time and one-half (1 1/2) for all work in excess of thirty-two and one-half (32 1/2) hours per week, except as noted below.
 3. City Hall and All White Collar Workers may be required to work one (1) evening every four (4) to six (6) weeks for one and one-half (1 1/2) hours which shall be considered part of their normal work, and for which no overtime or other compensation will be made. Time worked in excess of the aforementioned one and one-half (1 1/2) hours up to an additional fifteen (15) minutes will not be eligible for compensation. However, in the event the employee is required to work beyond the

additional fifteen (15) minutes, then such employee will receive compensation for all time worked in excess of the aforementioned one and one-half (1 1/2) hours.

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ARTICLE XX
CLOTHING ALLOWANCE

- A. The City will provide uniforms for employees engaged in Maintenance and Departments of Public Works and Recreation as follows:
One (1) winter jacket, two (2) pairs of winter trousers, two (2) pairs of summer trousers and three (3) long sleeve shirts.
- B. The City will provide a per annum clothing allowance for employees engaged in nursing work of \$75.00.
- C. Employees will sign a receipt for such uniforms on forms provided by the City.

ARTICLE XXI

TUITION REIMBURSEMENT

Whenever an employee covered under this Agreement is required by the City (in accordance with City, State or Federal Regulations) to attend a course of instruction for utilization in his employment by the City, the City will reimburse such employee for the required tuition.

ARTICLE XXII

TEMPORARY ASSIGNMENTS

- A. All transfers or assignments shall be in accordance with existing rules and regulations of the New Jersey Department of Civil Service.

ARTICLE XXIII

DEATH BENEFITS

- A. The City will include in its 1986 Budget, the sum of four thousand (\$4,000.00) dollars out of which sum shall be paid to surviving spouse, if any, or, if none, to the estate of covered employees who shall die during 1986 compensation for all unused compensatory time, plus overtime, holiday and vacation time and personal days.
- B. The compensation under the provision of this Article shall be computed at the wage scale at the time accumulation.

ARTICLE XXIV
PERSONNEL FILES

- A. The employer agrees to permit each employee an examination of his or her personnel file twice during each calendar year upon written prior request by the employee. Each inspection shall take place in a private location provided by the employer at reasonable hours during the day.
- B. The employer may require that such inspection and examination take place in the presence of an employer designated agent, and the employee may have a third party present during such inspection.
- C. No document shall be inserted in any employee's personnel file which has not been signed and dated with the date of insertion by the person inserting same in the file.
- D. The employee shall be permitted to copy all documents contained in his personnel file but shall be subject to the usual City charge for the copying of such documents.

ARTICLE XXV

EQUIPMENT

- A. All motor vehicles used by employees covered under this Agreement shall be maintained by the City in a safe and properly serviced condition in accordance with State law.
- B. The City shall provide safety equipment for all employees performing assignments requiring such equipment.

ARTICLE XXVI

AGENCY SHOP

- A. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount 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.
- C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. 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 Association 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.

- E. Prior to January 1st and July 31st of each year, the Association 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.
- F. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.
- G. 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 salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance

upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

H. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

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ARTICLE XXVII

SEPARABILITY AND SAVINGS

- A. 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 XXVIII
COMPLETENESS OF AGREEMENT

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

A. This Agreement shall be in full force and effect as of the date hereof through December 31, 1986. Only the salary increase shall be retroactive to January 1, 1986.

It is understood that all other terms of the previous agreement between the City of Clifton and the Clifton City Employees Association, which by its term expired December 31, 1985, were in fact in full force and effect until the signing of this Agreement.

B. This Agreement shall continue in full force and effect from year to year thereafter unless either party gives notice to the other in writing pursuant to the statutory requirements of the New Jersey Employer-Employee Relations Act of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this 20th day of February, 1986.

CLIFTON CITY EMPLOYEES
ASSOCIATION

By: William J. Dechamps
George J. Stanley
Maile J. Hongo

NEGOTIATING COMMITTEE

Regina Green
George Siale
Josiah Lombardo

CITY OF CLIFTON, PASSAIC
COUNTY, NEW JERSEY

By: Gloria J. Kolodziej
Mary

ATTEST:

Cliff J. H. Slaty
Cliff J. H. Slaty

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& ROSEN
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