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AGREEMENT  
BETWEEN  
THE CITY OF CLIFTON, PASSAIC COUNTY, NEW JERSEY  
AND  
THE CLIFTON CITY EMPLOYEES' ASSOCIATION

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JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1991, 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 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 defined by the New Jersey Department of Personnel) non-uniformed and civil service employees employed by the City, 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 counsels, all policemen, all firemen, and confidential, managerial, executive and professional employees within the meaning of the New Jersey Employer-Employee Relations Act of 1968 as amended.

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 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, interfere 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 department's 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 those policies or administrative decisions which affect the terms and conditions of employment or 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 for 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 1. (1) An aggrieved employee shall file his grievance in writing with his immediate supervisor, provided he 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. In the event the grievance involves the immediate supervisor, then same shall be heard by the department head if he is not the immediate supervisor and, if he is, then another department head appointed by the City.

(2) The person hearing 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 2. (1) In the event a satisfactory settlement has not been reached in Step 1, the grievance shall be filed by the aggrieved party with the department head within five (5) days, unless the department head was the hearing official in Step 1, in which event same shall be filed with the City Manager in accordance with Step 3.

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

Step 3. (1) In the event the grievance has not been satisfactorily resolved in Step 2 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 party shall submit the written grievance to the City Manager or designee.

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

Step 4. (1) If the grievance is not resolved to the satisfaction of the aggrieved in Step 3, the aggrieved's remedy shall be action to one of the following: State of New Jersey Department of Personnel, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

#### D. City Grievances.

1. The City may institute action under the provisions of this article within ten (10) days after the event giving rise to the grievances occurred.

2. Such grievance shall be in writing and filed directly with the Association and 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: State of New Jersey Department of Personnel, Public Employment Relations Commission or such other judicial or legal remedies which may be available.

E. Miscellaneous.

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 purposes of participation in such a grievance resolution.

ARTICLE IV

DUES CHECKOFF

A. The City agrees to deduct from the salaries of its employees covered by this agreement dues for the Association in an amount as set forth by 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 this City new authorization forms from its members showing the authorized deductions for each employee.

C. The Association will provide the necessary "checkoff authorization" forms and deliver the signed forms to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or 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 invested 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, without limiting, the generality of the foregoing rights:

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in

connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms thereof or 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. 11A, 40 and 40A, or any national, state, county or local laws or ordinances.

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 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 or any person acting on its behalf shall cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concertive failure to report for duty, or willful absence of any employee from its position or stoppage, slowdown, walkout 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 a 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 or its 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 in its rights to seek and obtain such judicial relief as it may be entitled to in law and equity for an 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 of the department in which the vacancy occurred.

B. The filling of job vacancies is recognized as a managerial prerogative and shall not be subject to the terms of this agreement. However, when a vacancy is filled, it shall be filled pursuant to existing department and personnel 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 except as modified herein, the City of Clifton comprehensive self-insured medical and hospitalization package which includes Drug Rider \$1.00 co-pay and major medical insurance. The aforementioned coverage will also continue throughout the end of the calendar year during which each dependent attains his or her 23rd birthday, for all dependent members of the immediate family of such employee, or 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 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) dollar life insurance policy for all employees covered by this agreement up to the age of seventy (70). For employees age

seventy (70) and older, said insurance shall be in the amount of two thousand five hundred (\$2,500) dollars, and a one thousand (\$1,000) dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

D. 1. Insurance coverage, as set forth in paragraphs A and B herein, shall be extended to cover employees who retire between the ages of sixty (60) and seventy (70).

2. For any such employee to be qualified for retirement benefits under this section, he shall have retired after January 1, 1980, except as modified herein, in compliance with the requirements of the Public Employees Retirement System; and, who shall not, at the time of such retirement, have yet attained the age of sixty-five (65) years. However, any retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify while: (a) he is employed on a regular basis, and (b) where such employment provides health insurance coverage not less than those specified in paragraphs A and B herein.

3. In addition, any employee who has retired in accordance with the Public Employees Retirement System on or after January 1, 1987, will be entitled to receive coverage up until such time as the employee reaches seventy (70) years of

age with the provision that the City shall only pay the premiums for supplementary medical insurance for employees between ages of sixty-five (65) and seventy (70), as well as providing benefits under the prescription, major medical and dental programs set forth in paragraphs A and B hereof.

E. The City shall provide optional life insurance coverage for all employees, except seasonal, part-time employees. Said life insurance 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 for coverage provided under the existing group life insurance plan maintained by the City.

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

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

H. The City agrees to provide a copy of each insurance plan covering employees under this agreement upon written request from the president of the Association.

ARTICLE 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 as of January 1, 1990, that employee will be credited with fifteen (15) days of sick leave on January 1, 1990, 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 sick day used, although not yet earned.

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 any employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. Each employee's sick leave days shall be deemed to be accumulated 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 Section "A" and Section "C" of this article.

E. 1. Except as modified herein, any employee who shall commence terminal leave, as provided herein, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of 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.

2. Any employee who shall have commenced or commences terminal leave on or after January 1, 1990, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty (50%) percent of accumulated sick days not to exceed ninety (90) days of sick leave, except that those employees who have accumulated more than one hundred and eighty (180) earned sick days as of December 31, 1987, shall be entitled to a terminal leave upon retirement of fifty (50%) percent of the accumulated earned sick days as of December 31, 1987.

3. Any employee who has accumulated one hundred and eighty (180) or more sick days shall have the right to be paid an attendance payment, at the end of each year during the term hereof, equal to fifty (50%) percent of the sick days earned in and not used in that calendar year. The attendance

payment shall be made within one (1) month at 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 15 in the year following the year in which the attendance payment was earned.

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

1. The total salary due such employee for terminal leave, paid in equal bi-weekly installments as shown and authorized by the City's regular payroll as proof for payment during the period of such terminal leave.

2. A lump sum payment option as follows:

(a) The initial payment in the year in which the employee retires will be limited to the total salary funds available in a municipal budget during that retirement year.

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

(c) Upon selection of the lump sum payment option, 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 illness or injury 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 a 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 continue 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 medical doctor's written report as well as his own written analysis, does not certify the injury or illness, for which the 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 such 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 Department of Personnel rules and regulations.

ARTICLE XII

BEREAVEMENT LEAVE

A. 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 either be the day of death or 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. The immediate family, for the purposes of this Article, is defined as spouse, parent, stepparent, child, stepchild, brother, sister, father-in-law, mother-in-law, grandchildren, or any other relative residing in the employee's household.

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

C. It is the intention of this Article that the employee will suffer no loss of regular pay for the period specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation of 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 (General)  
Veterans' Day  
Thanksgiving Day  
The 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. An employee shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation.

D. A paid holiday as noted in Section A above which occurs 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:

<u>Years</u>	<u>Working Days Off</u>
First Year	1 (per month)
2 - 5 Years	14
6 - 10 Years	16
11 - 15 Years	18
16 - 20 Years	20
21 - 25 Years	21
Over 25 Years	22

B. Employees with vacation benefits 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. The following salary increases will be granted to employees for the years noted:

1. 1990 - 5%
2. 1991 - 5%
3. 1992 - 5%

B. To be eligible for the 1990 and 1991 increases, an employee must have been on the active payroll of the City either on the date that the final salary ordinance is approved by the City Council or the date of the signing of this agreement, or have retired from City employment after January 1, 1990.

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

ARTICLE XVII

LONGEVITY

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

<u>Descriptions</u>	<u>Percent of Base Salary Per Annum (%)</u>
After five (5) years of service to tenth (10th) year inclusive)	2.5
From eleventh (11th) year to fifteenth (15th) year inclusive	5
From sixteenth (16th) year to twentieth (20th) year inclusive	7.5%
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10
From twenty-sixth (26th) year and thereafter	12.5

B. If the employee's starting date falls between January 1st and June 30th inclusive of the given year, his anniversary for purpose 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 July 1st of that year. This paragraph shall apply prospectively as of 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 employees call to report early for a shift and works until the regularly scheduled shift or any employee is held over on duty after 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 hours worked in excess of thirty-five (35) hours per week.

ARTICLE XX

CLOTHING ALLOWANCE

A. The City will provide uniforms for employees engaged in maintenance and Department 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 seventy-five (\$75.) dollars.

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

All transfers and assignments shall be in accordance with existing rules and regulations of the New Jersey Department of Personnel.

ARTICLE XXIII

DEATH BENEFITS

A. The City will include in its budgets, for the term of this agreement, the sum of four thousand (\$4,000.) dollars out of which shall be paid to the surviving spouse, if any exists, or to the estate of the covered employee, if the covered employee shall die during the term of this agreement, for unused compensatory time, plus overtime, holiday, vacation time and personal days.

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

ARTICLE XXIV

PERSONNEL FILES

A. The City agrees to permit each employee an examination of his/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 City at reasonable hours during the day.

B. The City may require that such inspection and examination take place in the presence of a City designated agent and that 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 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 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 an amount equal to the regular membership dues, initiation fees and assessments to the Association, less the costs of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the dues, fees and assessments of the regular members.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activities designated to

foster its policy goals and collective negotiations in 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 1st 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 the 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 to the Association and signed by the person in the Association advising of such change 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 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 has satisfied itself that the Association is a proper majority representative.

ARTICLE XXVII

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's 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 retroactive to January 1, 1990, and continue through December 31, 1992. Certain provisions as noted herein shall be retroactive to dates prior to the signing of this agreement. It is understood that all of the terms of the previous agreement between the City of Clifton and the Clifton City Employees Association, which by its term expired December 31, 1989, 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 5<sup>th</sup> day of September, 1991.

CLIFTON CITY EMPLOYEES'  
ASSOCIATION

Jeanette Domingo President

William J. [unclear]

Joseph Ellis

[unclear]

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CITY OF CLIFTON

James Anzaldi  
JAMES ANZALDI, MAYOR

ATTEST:

Richard C. Moran  
RICHARD C. MORAN, CITY CLERK

3525A