

1164

AGREEMENT

BETWEEN

CITY OF CLIFTON
PASSAIC COUNTY, NEW JERSEY

AND

CLIFTON SUPERVISORS ASSOCIATION

January 1, 1990 through December 31, 1991

CITY OF CLIFTON LAW DEPARTMENT
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PREAMBLE

THIS AGREEMENT made this 19th day of November 1990, 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 Municipal Tax Collector
2. Construction Official
3. Municipal Court Clerk
4. Health Officer
5. Supervising Mechanic
6. Supervisor, Public Works
7. Supervisor, Recreation Maintenance
8. Recreation Supervisor
9. Public Works Superintendent
10. Superintendent of Recreation
11. Supervisor, Criminal Information Records
12. Welfare Director
13. Senior Assistant Assessor
14. Public Health Nurse Supervisor
15. Assistant Municipal Treasurer
16. Assistant Construction Official
17. Supervisor of Telephone Systems
18. Supervising Clerk Stenographer/Acting
Community Development Supervisor
19. Coordinator of Special Transportation
20. Supervisor, Building Service
21. Supervisor of Senior Citizen Outreach and
Referral Program (effective 1/1/91)

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 grievance in writing with his immediate supervisor 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 immediate supervisor.

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

Step Two:

1. In the event the grievance has not been satisfactorily resolved as Step One and the grievance involves an alleged violation of this agreement only, then within ten (10) days where reasonably possible following the determination by the immediate supervisor, 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 Merit System Board, the Public Employment Relations Commission or such other judicial or legal remedies which may be available.

C. 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 Merit System Board, the Public Employment Relations Commission, or such other judicial or legal remedies which may be available.

ARTICLE IV
DUES CHECK-OFF

A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues for the Association at the rate of ten (\$10.00) dollars per pay during the term of this Agreement or until a subsequent agreement is signed between the parties. Said monies shall be transmitted to the Association office on a quarterly basis.

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

C. The Association will provide the necessary "check-off authorization" form and deliver the signed form to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the provisions of the salary deduction authorization forms submitted by the Association to the City.

ARTICLE V
MANAGEMENT RIGHTS

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

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

A. The City shall continue to provide, at no cost to the employees and their dependent spouses, except as modified herein, the City of Clifton self-insured hospitalization package which includes drug-rider \$1.00 co-pay and major medical insurance. The aforementioned coverage will also continue through the end of the calendar year during which each dependent attains his or her 23rd birthday, for all dependent members of the immediate family of such employee who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of such 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 equivalent coverage to the one presently provided, including orthodontic benefits, for the term of this Agreement. Coverage for dependents will be as described in Section A above.

C. The City will provide a fifteen thousand (\$15,000.00) dollar life insurance policy for all employees

covered by this Agreement up to the age of 70. For employees age 70 or 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. 1. Insurance Coverage as set forth in paragraphs A and B herein shall be extended to cover employees who retire, as defined in this section, and their dependent spouses for ten (10) continuous years after retirement. Said coverage will not commence earlier than fifty-five (55) years of age, except if said retirement is based upon disability as prescribed by law, as amended in paragraph 3 of this sub-section.

2. For any such employee to be qualified for retirement benefits under this section, he shall have retired on or after January 1, 1986, except as modified herein, in compliance with the requirements of the Public Employees Retirement System. 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) such employment provides for health insurance coverage not less than as specified in paragraphs A and B herein.

3. In addition, employees eligible for retirement insurance, as set forth in sub-sections 1 and 2 of this

section, shall be entitled to coverage in accordance with those sections with the provision that the City shall only pay the premium for supplementary medical insurance for employees over the age of sixty-five (65) as well as providing benefits under the prescription, major medical and dental programs set forth in paragraphs A and B herein, if part of their 10 year coverage falls beyond age sixty-five (65).

4. Retired employees with twenty-five (25) years of service or more shall, in addition to those benefits enumerated in sub-sections 1 through 3 above, be entitled to the following additional extension of supplementary medical insurance, prescription, major medical and dental benefits:

A. Five (5) additional continuous years to those employees who retire between January 1, 1990, and December 31, 1990.

B. Ten (10) additional continuous years to those employees who retire on or after January 1, 1991.

E. 1. All new employees hired after June 30, 1990, shall pay to the City 100% of any increase in premiums over \$4,000.00 per year for the health benefits provided in paragraphs A and B herein.

2. In the event a new agreement between the parties hereto has not been executed by January 1, 1992, any employee to which sub-paragraph 1 above applies shall not be

required to pay to the City any additional increase in such premiums for 1992 over 1991 until such time as a new Agreement is negotiated and executed.

F. The City shall provide optional life insurance coverage for all employees, except seasonal or 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 provision shall be in accordance with the schedule of coverage provided under the existing group life insurance plan maintained by the City.

G. The City and the Association do hereby agree that all employees covered by this Agreement, as of January 1, 1990, shall be covered by a temporary disability insurance plan provided by the City. Said plan shall require the City and the employees to each pay fifty (50%) percent of the premium cost. Said plan shall require that to be eligible, an employee must exhaust all accumulated sick leave plus all other requirements as set forth by the plan. The obligated premium cost to eligible employees under this Agreement shall not exceed the premium cost obligation for employees under the New Jersey State Disability plan for the duration of the Agreement.

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

I. 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.

J. In the event that during the term of this Agreement, any state law is amended which would conflict with the provisions of this Article, the provisions of such statute shall control retroactive to January 1, 1990, if allowable by law, and this Agreement shall be considered amended to conform thereto.

ARTICLE VIII

SICK LEAVE AND TERMINAL LEAVE

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

B. All sick days shall be prorated on a per diem basis throughout the term of this Agreement, and the fifteen (15) sick days deemed earned as of January 1, 1990, 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 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 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 (50%) percent 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 (50%) percent 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 (50%) percent 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 (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 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-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 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.

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 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 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 Merit Service Board 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, step-parent, 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 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. Such leave shall be non-cumulative.

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. Effective January 1, 1989, all personal days accumulated, as of December 31, 1988, will be banked for all employees and such personal leave shall be used by the employee prior to retirement. Accumulated personal leave will not be considered for purposes of terminal leave. Employees covered by this Agreement will be required to either use the two (2) personal days granted to them or they will be deemed waived.

ARTICLE XII

HOLIDAYS

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

New Years 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)
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. 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 Mondays.

ARTICLE XIII

VACATIONS

Employees covered under this Agreement will be entitled to the following vacation benefits for each year of this Agreement:

| | | <u>1990</u> | | | | | |
|----------------------|-------------------------|----------------|-----------------|------------------|------------------|------------------|--------------------|
| <u>Salary Level</u> | <u>1st year</u> | <u>2-5 yrs</u> | <u>6-10 yrs</u> | <u>11-15 yrs</u> | <u>16-20 yrs</u> | <u>21-25 yrs</u> | <u>Over 25 yrs</u> |
| Under \$36,290 | 1 working day per month | 14 | 16 | 18 | 20 | 21 | 22 |
| \$36,291 to \$39,126 | 1 working day per month | 14 | 19 | 19 | 20 | 21 | 22 |
| \$39,127 to \$42,235 | 1 working day per month | 14 | 20 | 20 | 21 | 22 | 22 |
| \$42,236 to \$45,681 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| Over \$45,681 | 1 working day per month | 14 | 21 | 22 | 22 | 22 | 22 |

| | | <u>1991</u> | | | | | |
|----------------------|-------------------------|----------------|-----------------|------------------|------------------|------------------|--------------------|
| <u>Salary Level</u> | <u>1st year</u> | <u>2-5 yrs</u> | <u>6-10 yrs</u> | <u>11-15 yrs</u> | <u>16-20 yrs</u> | <u>21-25 yrs</u> | <u>Over 25 yrs</u> |
| Under \$38,104 | 1 working day per month | 14 | 16 | 18 | 20 | 21 | 22 |
| \$38,105 to \$41,082 | 1 working day per month | 14 | 19 | 19 | 20 | 21 | 22 |

| | | | | | | | |
|----------------------------|-------------------------------|----|----|----|----|----|----|
| \$41,083 to \$44,347 | 1 working day per month | 14 | 20 | 20 | 21 | 22 | 22 |
| \$44,348 to \$47,965 | 1 working day per month | 14 | 20 | 21 | 22 | 22 | 22 |
| Over \$47,965 | 1 working day per month | 14 | 21 | 22 | 22 | 22 | 22 |

ARTICLE XIV

SALARIES

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

| | |
|------|------|
| 1990 | 4.9% |
| 1991 | 5% |

B. To be eligible for the 1990 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.

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 | 2 1/2 |
| From the eleventh (11th) year to fifteenth (15th) year inclusive | 5 |
| From the 16th (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 to thereafter | 12 1/2 |

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 include in its 1990 and 1991 budgets the sum of four thousand (\$4,000.00) dollars out of which sum shall be paid to the surviving spouse, if any, or, if none, to the estate of covered employees who shall die during 1990 through 1991 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. In receipt of such payment, said individual(s) shall work an additional one hundred twenty-five (125) hours. Eligible employees may receive additional overtime or compensatory time at time and one-half (1 1/2) 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: Mechanical Foreman/Supervisor, Public Works Supervisor, Recreation Maintenance Foreman/Supervisor, Recreation Supervisor, Shade Tree Supervisor and Superintendent of Public Works. The Superintendent of Public Works, however, shall be required to work the one hundred twenty-five (125) hours of "regular" overtime at no additional compensation.

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 (50%) percent 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.

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 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 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 all 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 negotiation.

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

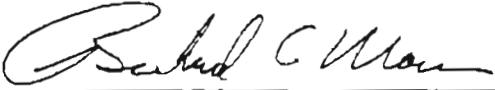
TERM AND RENEWAL

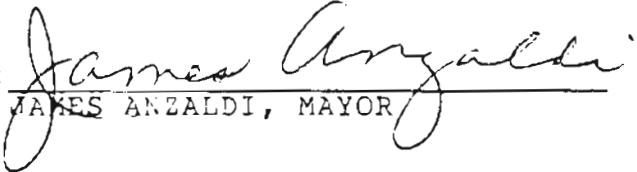
This Agreement shall be in full force and effect as of the date hereof through December 31, 1991. However, these increases shall be retroactive to January 1, 1990; namely: Article XIV, Salaries; Article XVIII, Hours of Work and Overtime.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals on this 19th day of November, 1990.

ATTEST:

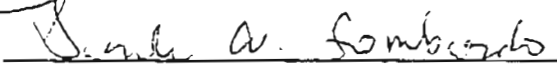
CITY OF CLIFTON

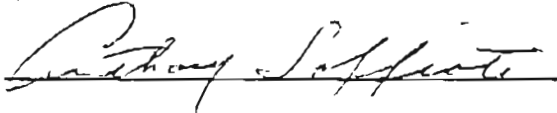

RICHARD C. MORAN
DEPUTY CITY CLERK

By: 
JAMES ANZALDI, MAYOR

CLIFTON SUPERVISORS ASSOCIATION

By: 

By: 

By: 

2312A