

AGREEMENT

BETWEEN

THE CITY OF CLIFTON, PASSAIC COUNTY, NEW JERSEY

AND

LOCAL 1158 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS AFL-CIO

JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

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AGREEMENT

THIS AGREEMENT, made this 18th day of February, 2015,
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 **LOCAL 1158,**
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO,
(hereinafter referred to as the "UNION"), represents the complete
and final understanding on all bargainable issues between the City
and the Union.

WITNESSETH

Whereas, the Public Employment Relations Commission certified the Union as the exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment for all regular full-time non-uniformed and civil service employees employed by the City of Clifton, excluding managerial executives, confidential employees and supervisors as defined by the New Jersey Employer-Employee Relations Act of 1968. Other excluded employees include those covered by the Clifton Supervisors Association, the municipal court judge, the police chief, the fire chief, the city clerk, all professional employees, all municipal attorneys, all municipal prosecutors, all policemen, all firemen, any other employee employed by the City of Clifton, and any other employee covered under a separate collective bargaining agreement or individual contract.

Now, therefore, the City and the Union agree as follows:

ARTICLE I

NON-DISCRIMINATION

A. It is the policy of the City to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political affiliations, ancestry, age, martial status, sexual orientation, sex or because of physical disability that can be reasonably accommodated as defined by the City.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any employee covered under this Union because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

C. This policy shall apply to all phases of employment.

D. The Personnel Officer shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE II

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements, 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 Union at request of and on behalf of an individual or group of individuals, or the City.

B. (1) The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of the City-initiated grievances, which will proceed in accordance with Paragraph C and shall be followed in its entirety unless any step is waived by mutual consent.

(2) All grievances that touch upon subjects of the interpretation of the terms and conditions of this Agreement shall absolutely require the written consent and approval by the City Manager as a condition of settlement of the grievance.

STEP ONE:

The grievant shall institute action under provisions hereof within twenty (20) calendar days after the event giving rise to the

grievance that has occurred. The grievance must be in writing and delivered to the grievant's department head, with a copy to the Personnel Director within the aforesaid twenty (20) calendar days.

The Department Head shall, after receipt of the written grievance, have fifteen (15) calendar days to file a written response to the grievant.

STEP TWO:

If such grievance is not resolved to the satisfaction of the grievant at **STEP ONE** above, the grievant shall within fifteen (15) calendar days after receipt of the written response from the Department Head or upon failure to receive a written response, within fifteen (15) calendar days after the expiration of the response time structure in **STEP ONE** above, submit the same written grievance to the City Manager or his designee. The City Manager or his designee, shall hold a hearing or render a written response on such grievance within thirty (30)

calendar days after submission. If a hearing is held, the City Manager or his designee shall have fifteen (15) calendar days after conclusion of the hearing to render his written decision and reasons with respect thereto. The grievant and a representative of the Union, and/or counsel may, at the option of the grievant, attend such hearing. The City Manager or his designee shall submit a copy of his decision to the grievant and the Union. Failure to hold a hearing or submit an answer in writing within the above time limits shall move the grievance to **STEP THREE**.

STEP THREE:

If the grievance is not resolved to the satisfaction of the grievant at **STEP TWO** above, the Union may submit the grievance to final and binding arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission within twenty (20) calendar days after the decision at **STEP TWO** has been received by the grievant or upon failure to receive a written response, within

twenty (20) calendar days after the expiration of the response time structure in STEP TWO.

1. The parties agree to direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of the facts presented to him involving the arbitration. The Arbitrator shall in no way have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto. The decision of the Arbitrator shall be final and binding, consistent with applicable law and the Award must be in writing with the appropriate factual and legal arguments and conclusions.

3. The cost for the service of the Arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of the witnesses, shall be paid by the party incurring same.

4. No arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered at STEP TWO. In the event the grievant elects to pursue remedies available through the New Jersey State Department of Personnel, the grievance shall be canceled and the matter withdrawn from arbitration.

5. The Arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the City and the Union prior to the commencement of the arbitration. Notwithstanding any other Grievance Procedure, provision, grievants or grievance issues on the same or similar issue(s) may proceed to a single arbitration proceeding.

C. The City may institute action under the provisions of this **Article** within twenty (20) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Union and an earnest effort shall be made to settle the difference between the City and the Union. If such grievance is not resolved, the City's remedies shall be in accordance with STEP THREE above.

D. Grievance conferences and hearings shall be held at City Hall. Provided prior permission has been secured from the City Manager, or his designee, a representative from the Union whose presence is required to resolve grievances, shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the City.

E. The time limits expressed herein shall be strictly adhered to by both parties. If any grievance has not been submitted within the time limits specified then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing

herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the Grievance Procedure.

ARTICLE III

UNION DUES

A. The City agrees to deduct Union dues and any Union initiation fees for the Union from the salaries of employees covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the City, a current written assignment executed by the employee. The Union shall be responsible for securing signatures of its members on the forms and delivering the signed forms to the City.

B. The City agrees to provide the Union with a monthly list of names, addresses, salaries, titles and job location of all new employees whose position falls within this bargaining unit within 30 days of the date of hire.

C. The City agrees to deduct 85% of the current dues amount from the wages of any employee who holds a position with the City who is eligible to be a member of the Union and has not elected to become a member of the Union and for whom no executed assignment is on file with the City. Such employee shall be considered a Fair-Share employee with no Union status.

D. The City will deduct the current Union dues amount from the pay of the employee(s) on a bi-weekly basis, however, not to exceed more than two (2) times in any one month period provided

that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The City will deduct from the pay of an employee in any one month only dues incurred while an individual has been in the employ of the City and only such amounts becoming due and payable in such month. The City shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

E. In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

F. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City notice of the change at least thirty (30) days prior to the effective date of such change.

G. The Union 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 or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE IV

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 mandates 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 of 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 under any national, state, county or local law, regulation or ordinance.

ARTICLE V

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 Union covenants and agrees that, during the term of this Agreement, neither the Union 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 concerted failure to report for duty, or willful absence of any employee from his position or stoppage, slowdown, walkout or other job action against the City or other concerted activity against the City).

C. The Union will not be responsible for any unauthorized actions of its members. However, the Union 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 about compliance with its order. Should the above occur the City shall consider such conduct as abandonment of the employee's position.

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 Union or its member(s) shall constitute as abandonment of the employee's position. Moreover, if the Union approves of such activity in contravention of this Article is it hereby acknowledged that the City may pursue any and all legal remedies against the Union for such activities and may pursue any and all disciplinary action against any union member as well.

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 Union or its members.

ARTICLE VI

TRAVEL WITH PERSONAL VEHICLE

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

ARTICLE VII

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 in the department in which the vacancy occurred. Any DPW position shall be posted at a bulletin board located at the DPW site.

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 of 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 or abolish positions.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. Hospitalization and Medical Coverage

The City shall provide to all employees covered hereunder and to their eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the Preferred Provider Option ("PPO") Plan, the Direct Access ("DA") Plan and the Essential Provider Option ("EPO") Plan, which covered employees may select from during period of open enrollment. Copies of all policies affecting the employees covered by this Agreement shall be on file and available for inspection at the office of the City Clerk of the City of Clifton.

B. Conditions.

The following conditions shall apply to the hospitalization and medical coverage provided by the City:

1. Deductibles: The employer shall have the right to implement up to a Two Hundred (\$200.00) Dollar deductible for individual subscribers and up to a Four Hundred (\$400.00) Dollar deductible for family subscribers enrolled in the PPO and a One Hundred Fifty (\$150.00) Dollar deductible for individual subscribers and up to a Three Hundred (\$300.00) Dollar deductible for family subscribers enrolled in the DA or EPO plans.

2. Physician Co-Pays: The PPO physician visit co-pay shall be Twenty Dollars (\$20.00) per visit. The DA and EPO physician visit co-pay shall be Ten Dollars (\$10.00) per visit.

3. Prescription Drug Co-Pays: The City will continue to provide, at no cost to the employee, except as modified herein, a prescription drug plan with no less coverage than the one presently in force, for the term of this Agreement. For the purpose of the City providing prescription coverage to Employees, the co-pay for each prescription for "non-generic" drugs shall be Twenty Dollars (\$20.00). There shall be no co-pay for "generic" prescriptions.

4. Employee Contributions: All employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary in accordance with the provisions of P. L. 2010, c. 2 and P.L. 2011, c. 78 which are incorporated by reference as if set forth herein at length.

5. Dependent Coverage: All health insurance coverage hereinabove in Paragraph A are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of all of the Employees of the City of Clifton. Such insurance coverage shall be extended to cover, through the end of the calendar year during which each attains his or her twenty sixth (26th) birthday, all of the dependent members of the immediate families of the City's Employees who are full time students at a recognized, certified, secondary school or

institution of higher learning pursuing a prescribed course of study at any school or institution for which course credits are given or who are "disabled" within the meaning of that term as defined at N.J.S.A. 54:1.2(d).

C. Dental Coverage. The City will continue to provide, at no cost to the employee, except as modified herein, a group dental plan with no less coverage than the one presently in force, including orthodontic benefits, for the term of this Agreement.

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

E. Retiree Coverage.

1. Insurance coverage, as set forth in paragraphs A and C herein, shall be extended to cover employees who retire from the City of Clifton in accordance with the terms and conditions of the Public Employees Retirement System and N.J.S.A. 40A:10-23, for a period of ten (10) years from the date of

N.J.S.A. 40A:10-23

New Jersey Statutes Annotated CurrentnessTitle 40A. Municipalities and Counties (Refs & Annos)Chapter 10. Insurance (Refs & Annos)Article 5. Group Insurance ProgramsA. Employees Group Insurance Plans**40A:10-23. Payment of premiums after retirement**

a. Retired employees shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, of the retired employees and their dependents on the basis of the utilization of services which may be reasonably expected of the older age classification; provided, however, that the total rate payable by a retired employee for himself and his dependents, for coverage under the contract and for Part B of Medicare, shall not exceed by more than 25% the total amount that would have been required to have been paid by the employee and his employer for the coverage maintained had he continued in office or active employment and he and his dependents were not eligible for Medicare benefits.

The employer may, in its discretion, assume the entire cost or a portion of the cost of such coverage and pay all or a portion of the premiums for employees a. ~~who have retired on a disability pension, or~~ b. ~~who have retired after 25 years or more of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement, such period of service to be determined by the employer and set forth in an ordinance or resolution as appropriate, or~~ c. ~~who have retired and reached the age of 65 years or older with 25 years or more of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement, such period of service to be determined by the employer and set forth in an ordinance or resolution as appropriate, or~~ d. ~~who have retired and reached the age of 62 years or older with at least 15 years of service with the employer, including the premiums on their dependents, if any, under uniform conditions as the governing body of the local unit shall prescribe. The period of time a county law enforcement officer has been employed by any county or municipal police department, sheriff's department or county prosecutor's office, may be counted cumulatively as "service with the employer" for the purpose of qualifying for payment of health insurance premiums by the county pursuant to this section.~~

b. An employee who becomes a member of a State or locally-administered retirement system on or after the effective date of P.L.2010, c. 2 shall pay in retirement 1.5 percent of the retiree's monthly retirement allowance, including any future cost-of-living adjustments, through the withholding of the contribution from the monthly retirement allowance, for health care benefits coverage provided under N.J.S.40A:10-22, notwithstanding any other amount that may be required additionally by the employer or through a collective negotiations agreement for such coverage. This subsection shall apply also when the health care benefits coverage is provided through an insurance fund or joint insurance fund or in any other manner. This subsection shall apply to any agency, board, commission, authority, or instrumentality of a local unit.

20 years AS of June 28, 2011
"No Contribution"

retirement, subject to the terms and conditions set forth below.

2. For any such employee to be qualified for retirement benefits under this section, he or she shall have retired in compliance with the requirements of the Public Employees Retirement System and N.J.S.A. 40A:10-23. 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 C herein.

3. Any employee who has retired in accordance with the Public Employees Retirement System that is entitled to receive coverage beyond the age of sixty-five (65) years under this section, will be entitled to receive coverage beyond the age of sixty-five (65), with the provision that the City's health insurance plan shall be secondary insurance to Medicare Parts A and B for employees and their spouses beyond the age of sixty-five (65). Any employee eligible for Medicare Part A or B shall enroll in same as outlined in subsection H below.

4. Employees eligible for retirement in accordance with the Public Employees Retirement System shall only be eligible for ten (10) years of health insurance coverage beginning at age 55 after reaching ten (10) years of employment with the City of Clifton.

5. Any employee qualifying for the above coverage who has reached the age of sixty five (65) will be eligible to receive said insurance benefits by paying the City the annual premium for such insurance coverage after the expiration of the ten (10) year period of retiree medical benefits outlined above. Said benefits shall be secondary to Medicare Part A and B benefits.

6. Eligible employees shall contribute to the cost of their health insurance coverage in accordance with the terms of P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78.

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

G. Changes in Plans or Carriers. The City may, at its option, change the Horizon Blue Cross/Blue Shield Preferred Provider Option

Plan and/or carriers so long as the coverage provided is substantially similar.

H. Medicare Premiums. Members and their spouse, if applicable, shall continue to be responsible for payment of the costs of their Medicare premiums upon attaining Medicare eligibility, and shall be required to enroll in both Medicare Part A and Medicare Part B and to pay the full amount of the premiums for both. Upon such enrollment in Medicare the City's Medical plan will become secondary to Medicare. Should an eligible member or spouse fail to enroll in both Medicare Part A and Medicare Part B, the employee's (or spouse's) medical plan benefits through the City's medical plan shall be reduced by the amount that Medicare would have paid had the member enrolled.

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

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

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

3. This opt out bonus shall be paid in twenty-six (26) equal installments annually, with one installment paid every two (2) weeks along with the regular payroll beginning with the first payroll date in July of the applicable year.

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

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

6. An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon thirty (30) days' written notice to the City. The written

notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the Agreement. The employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled.

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

ARTICLE IX

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 ($1\frac{1}{4}$) days sick leave for each month worked. If an employee has completed five (5) years of service as of January 1, 1993, that employee will be credited with fifteen (15) days of sick leave on January 1, 1993, 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 used, but unearned 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 any employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. In the event an employee files a claim under the City of Clifton Disability Plan and is eligible for such benefits as determined by the Plan, the employee will be required to exhaust all accrued sick time earned to the last work day that said disability commences prior to receiving coverage under the Plan.

Sick time shall begin to accrue per month as outlined in Paragraph A once the employee returns to work from that disability.

D. 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.

E. Any leave taken in accordance with Article X, Leaves of Absence, shall utilize any sick days accumulated pursuant to Section "A" and Section "D" of this Article.

F. 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 for fifty percent (50%) 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, 1993, which shall be a prelude to final retirement, shall be entitled to a terminal leave benefit of fifty percent (50%) 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 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 percent (50%) of the sick days earned in and not used in that calendar year. The attendance payment shall be made within one (1) month 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.

G. 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 of 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."

H. Employees on terminal leave shall continue to accrue benefits, except those employees hired after the date of execution of this Agreement, for which such benefits shall not accrue.

ARTICLE X

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. Notwithstanding the above, the City Manager retains the authority to decline any request for additional leave.

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 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 by the City Manager in accordance with the then existing Department of Personnel rules and regulations.

ARTICLE XI

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) days within a seven (7) day period which shall run from the date of death of the employee's immediate family member. At least one day of leave shall either be the day of death or funeral of the deceased. 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, grandparent, grandchildren, or any other relative residing in the employee's household.

B. Employees agree to act in good faith when utilizing bereavement leave and shall provide reasonable verification of a death upon request.

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 by the City, bereavement leave will not be granted.

ARTICLE XII

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 not taken by an employee will accumulate from year to year.

ARTICLE XIII

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 authorized 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 XIV

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	24

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.

C. Employees will receive their vacation pay prior to the commencement of their vacation leave, provided notice has been given to the department head and the chief financial officer at least two (2) weeks prior to the commencement of the vacation time.

D. All vacations must be pre-approved by the Department Head. The scheduling of all vacations shall be in the discretion of the City. All vacation requests must be submitted no later than 15 days prior to the anticipated vacation date. Employees shall be permitted to carry over a maximum of five (5) vacation days to the next calendar year subject to the approval of the City Manager.

ARTICLE XV

SALARIES

A. The following salary increases will be granted to employees for the years noted, on top step only. The increases enumerated below will form a new top step in their respective salary guides and there will be no increases for employees in steps.

1. 2014 - 1.5%
2. 2015 - 1.5%
3. 2016 - 1.5%
4. 2017 - 1.5%

B. Checks for any retroactive pay due shall be issued within thirty (30) days of the execution of this Contract.

C. To be eligible for the above 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 Municipal Council or the date of the signing of this Agreement.

D. Shift Differential: Dispatchers and DPW workers who work the second shift shall receive a monthly stipend of \$50.00. Dispatchers and DPW workers who work the third shift shall receive a monthly stipend of \$60.00. Any Dispatcher or DPW worker required to cover the second or third shift for more than 10 days, shall receive a pro-rated stipend.

ARTICLE XVI

LONGEVITY

A. In addition to the salary noted in Article XV, Salaries, longevity pay will be paid as follows to those employees employed by the City of Clifton on the date of the execution of this Agreement, as determined by the employment anniversary date:

<u>Descriptions</u>	<u>Percent of Base Salary</u> <u>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	5.0
From sixteenth (16th) year to twentieth (20th) year inclusive	7.5
From twenty-first (21st) year to twenty-fifth (25th) year inclusive	10.0
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 1, 1980

only, and there shall be no calculation back from that date nor any retroactive payments.

C. Employees hired after June 17, 1994 shall not receive any longevity pay.

ARTICLE XVII

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

ARTICLE XVIII

OVERTIME AND TIME OF WORK

A. Daily and weekly work hours shall not be altered except by mutual consent of the Union and the City. Otherwise, all agreed to practices concerning daily and weekly work hours and lunch schedules shall remain in effect for the life of this Agreement.

B. In the event an employee has cause for reporting to work late, or being absent, the employee shall provide at least thirty (30) minutes advance notice to a supervisor except in emergency situations. The employee must speak to a supervisor and not leave a message on an answering machine.

C. Employees may be required to work in excess of the hours of work designated as their normal work day. Overtime will be authorized by the Department head, or his/her designee. Overtime opportunities will be distributed as equally as possible according to seniority on a rotating basis among employees within each Department, or Division with the Department, as long as the employee has the ability to perform the work.

D. Normal overtime including Saturday and Sunday work within a Department will be offered to all regular permanent employees before seasonal, or part-time employees are asked to work overtime. Nothing contained herein shall preclude the City from

scheduling seasonal or part-time employees to work evenings or weekends at straight time.

E. Full-time employees who are required to work overtime will be compensated in the following manner:

1. Department of Public Works: time and one-half (1½) for all work in excess of forty (40) hours per week.

a. Special Events overtime will be offered to those employees signed up for such voluntary overtime according to seniority on a rotating basis. If an employee is scheduled to work and is unable to work the Department Director will assign a replacement worker from the volunteer list.

b. Stand-by Weekend Duty will be offered to those employees signed up for such overtime work on a rotating basis. Employees will be scheduled for weekend stand-by duty one year in advance. An employee must give at least thirty (30) days advance notice to the Department Director if he/she cannot work his/her scheduled stand-by weekend duty except in emergent situations. The Department Director will assign a replacement worker from the volunteer list. If proper notice is not given to the Director, the employee is expected to work his/her assigned weekend duty.

2. City Hall and all other support staff: overtime or compensatory time at time and one-half (1½) for all hours worked in excess of thirty-five (35) hours per week.

3. Dispatchers shall work the following shifts with a one-half ($\frac{1}{2}$) hour break for lunch and two (2) fifteen (15)-minute breaks.

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

4. Dispatchers shall be assigned to their named shift and overtime based upon seniority, except in cases of emergency and subject to the reasonable discretion of the Chief of Police.

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

6. The Department of Public Works employees schedule from June 1st through August 1st shall be 7:00 a.m. to 3:30 p.m. unless otherwise required by the Department of Public Works.

7. Employees that earn compensatory time will be paid for any compensatory time not used on or before October 31st of each calendar year by the first pay period in January of the following year.

ARTICLE XIX

CLOTHING ALLOWANCE

A. The City will provide a per annum clothing allowance for employees engaged in maintenance and the Department of Public Works and Recreation Department as follows:

2014: \$375.00

2015: \$400.00

2016: \$425.00

2017: \$450.00

B. The City will provide a per annum clothing allowance for employees engaged in nursing work as follows:

2014: \$275.00

2015: \$300.00

2016: \$325.00

2017: \$350.00.

C. The City will make payment to the members of the Department of Public Works and Recreation Department by the last payroll in January of each year, and to the nurses by March 1st of each year.

D. The City will provide jackets to all City inspectors that contain the seal and/or logo of the City of Clifton which shall be worn during inspections.

E. The City reserves the right to implement a uniform service and provide employees uniforms at the City's expense in lieu of the uniform allowance.

ARTICLE XX

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 XXI

TEMPORARY ASSIGNMENTS

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

ARTICLE XXII

DEATH BENEFITS

A. The City will include in its budget, for the term of this Agreement, the sum of four thousand dollars (\$4,000.00), 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, all 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 XXIII

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 work 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 and notification to the employee.

D. The employee shall be permitted to copy all documents contained in his personnel file, but shall be subject to a reasonable charge for copying of such documents.

ARTICLE XXIV

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 XXV

UNION ACTIVITIES

A. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues, or assessments on work time. Provided, however, that this shall not be construed to prohibit casual or personal conversations among Union members, and provided further this shall not be construed to permit employees to suspend, quit, or delay their duties for the purposes of such conversations.

B. There shall be no Union grievance investigation handled without notice being provided to the department head, personnel officer and the municipal attorney. Permission must be obtained from one of those officials or their designee before any investigation is conducted. No investigation, presentation, discussion, processing, or handling of the grievance shall interfere in any way with the normal and efficient operation of the City and its departments. The Union will take all efforts to avoid conducting such activity as outlined in this paragraph during normal working hours. If such investigation has to be conducted during working hours, the Union will get approval from one of the officials noted above prior to undertaking any action.

C. An authorized agent of the Union shall be permitted to visit the facility during working hours only after first notifying the City representative and receiving permission. Said Union

representative shall conduct their business in such a manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours. The Union shall keep the City currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the City, and no one shall be deemed such a representative unless they are so designated by the Union to the City.

D. The Union Business Manager or his designated Union representative shall appoint Union Shop Stewards and Assistant Shop Stewards as well as Negotiating Committee Members.

E. The City understands that the choice of Stewards and Negotiating Committee Members is a function of the Union. Only the Union can remove the title of Steward, Assistant Steward and Negotiating Committee Members from those so appointed employees. The Union shall notify the City within five (5) working days of any changes in the make-up of the members. Nothing herein shall prevent the City from taking any appropriate adverse employment action against those employees so appointed.

F. Union Stewards are only allowed to conduct Union duties during the work day upon the express approval of the City Manager or his designee.

G. The City shall provide bulletin boards for the use by the Union to enable employees of the bargaining unit to see posted

notices. One bulletin board shall be located at the DPW Garage in a location to be decided by the DPW Director, the other bulletin board shall be provided at City Hall at a location to be determined by the City Manager or his designee. All notices shall only be posted by the Business Manager of the Union or his designee and shall be limited to the matters listed as follows: (1) Union recreational and social affairs; (2) Union appointments; (3) Union elections; (4) Results of Union elections; (5) Union meetings; (6) Union benefits; and (7) any other material authorized by the Union Benefit Fund Administrator and the Union Business Manager or their designee. No political campaign literature, defamatory material or any document in violation of any City policy shall be posted. If same is found to have been posted, the Union will remove same immediately upon notice by any City official.

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

ARTICLE XXVI

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 XXVII

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 XXVIII

TERM AND RENEWAL


A. This Agreement shall be in full force commencing January 1, 2014 and shall continue through December 31, 2017. 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 Local 1158, International Brotherhood of Electrical Workers, AFL-CIO, remain in effect until December 31, 2013.

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.

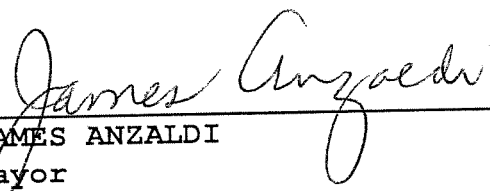
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, signed this agreement on the 18th day of February 2015.

LOCAL 1158, IBEW, AFL-CIO

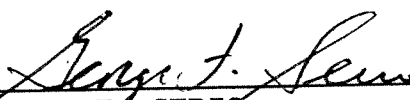
CITY OF CLIFTON



JOSEPH P. CALABRO
Business Manager




JAMES ANZALDI
Mayor



GEORGE F. SERIO
Business Representative

ATTEST:



NANCY FERRIGNO
City Clerk

SETTLEMENT AGREEMENT

This settlement agreement is made and entered into between IBEW Local 1158 (hereinafter referred to as the IBEW), and the City of Clifton (hereinafter referred to as the "City").

WHEREAS, on February 13, 2014, the City of Clifton closed at 12:15 p.m., due to a snow storm; and

WHEREAS, various members of IBEW Local 1158 who elected to take vacation, comp or personal time rather than attempt to come to work were charged a full day rather than a half day, and

WHEREAS, the parties have agreed to resolve the issues presented in this matter according to the terms set forth below; and

WHEREAS, all parties hereto agree that the within agreement is fair and equitable in every respect, and that it was entered into voluntarily with full knowledge of legal rights and ramifications surrounding same; and

WHEREAS, this agreement was reached in a voluntary manner without any threat of harm, coercion and/or duress;

NOW, THEREFORE, BE IT RESOLVED, the parties hereby agree and intend to be legally bound by the following terms and conditions:

1. If City Hall has a delayed opening of two hours or less or an early dismissal for two hours or less for inclement weather, emergency or other cause, employees that do not appear for work as scheduled will be charged a full vacation, comp or personal day.
2. If City Hall has a delayed opening or early dismissal and is closed for more than two hours, employees that do not appear for work will be required to use vacation, comp or personal time for the length of time that City Hall was open in order to receive pay for the full day.
3. A delayed opening or early dismissal of two hours or less shall not result in any DPW or other essential workers to receive overtime that they are not otherwise entitled.
4. If an employee has pre-approved vacation, comp or personal time for a day that City Hall is closed for all or part of a day, the employee must still use that pre-scheduled vacation, comp or personal time and shall not be entitled to reimbursement of that time by the City.

DATE: 5-20-14

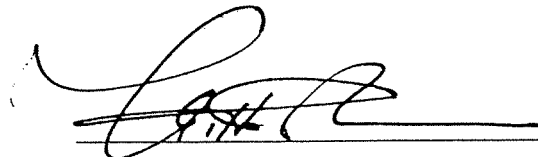


GEORGE SERIO

BUSINESS REPRESENTATIVE,

IBEW LOCAL 1158

DATE: 5-23-14



MATTHEW U. WATKINS

CITY MANAGER



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX (973) 470-5254

November 13, 2014

Via Fax: 732-491-2120
Curtiss T. Jameson, Esq.
Kroll Heiniman Carton
99 Wood Avenue South
Suite 307
Iselin, NJ 08830

Dear Mr. Jameson:

Please be advised that the Mayor and the Municipal Council have considered the IBEW's offer and propose the following counter-offer. Please note that the terms below are general and the specific language to incorporate the terms will have to be negotiated and approved. Please further note that this offer was made solely for the purposes of settlement and that the City shall not be precluded from withdrawing or revising all or part of this proposal if this entire offer is not acceptable to the IBEW. This offer shall not be admissible at any arbitration, mediation or any other proceeding. If the offer is accepted by the IBEW, an Ordinance will be introduced at the next Council meeting for a vote by the Council.

1. Term: The contract will be a four year term from January 1, 2014 to December 31, 2017.
2. Compensation: IBEW members will receive a 1.5% wage increase on top step only effective January 1 of 2014, 2015, 2016 and 2017. For employees not at top step, the above increases will form a new top step in their respective salary guides and there will be no increases in steps.
3. Overtime and Compensatory Time: Article XVIII will be amended to permit employees the option of receiving either overtime pay or compensatory time in accordance with the conditions of the Fair Labor Standards Act. *240 hr.*
4. Clothing Allowance: The City agrees to provide a \$25 per year increase for all employees that receive a uniform allowance for years 2015, 2016 and 2017. The City reserves the right to implement a uniform service and provide employees uniforms at the City's expense in lieu of the uniform allowance.
5. Hospitalization in Insurance in Retirement: Article VIII, Paragraph E. will be amended to provide 10 years of health benefits for employees with at least 10 years of service with the City of Clifton who retire from the City in accordance with the terms and conditions of the Public Employees Retirement System.

To All IBEW Members A Vote on the Contract Will Take Place on Thursday