

Contract no. 205

AGREEMENT

between

TOWN OF SECAUCUS

and

LOCAL #911, INTERNATIONAL UNION OF PRODUCTION,  
CLERICAL AND PUBLIC EMPLOYEES  
(Clerical Unit)

---

1991-1993

---

MARTIN R. PACHMAN, P.C.  
60 East Main Street  
Freehold, New Jersey 07728  
(908) 780-5590

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	UNION SECURITY	3
III	GRIEVANCE PROCEDURE	8
IV	SENIORITY	11
V	HOURS OF WORK AND OVERTIME	15
VI	HOLIDAYS	17
VII	VACATIONS	19
VIII	LEAVES	21
IX	VETERAN'S RIGHTS AND BENEFITS	26
X	WELFARE AND PENSION BENEFITS	27
XI	DISCHARGE	28
XII	GENERAL	29
XIII	WAGES AND LONGEVITY	30
XIV	MANAGEMENT RIGHTS	31
XV	FULLY-BARGAINED PROVISIONS	33
XVI	EDUCATIONAL PROGRAMS	34
XVII	DURATION	35

PREAMBLE

THIS AGREEMENT is made and entered into as of this            day  
of            , 1991 between the TOWN OF SECAUCUS, hereinafter  
referred to as the "Employer," and LOCAL #911, INTERNATIONAL UNION  
OF PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES, a labor organization  
with its principal place of business at 655 Anderson Avenue,  
Cliffside Park, New Jersey, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a  
majority of the clerical employees employed by the Town of  
Secaucus, excluding all blue collar employees, professional  
employees, craft employees, confidential employees, managerial  
executives, and supervisors within the meaning of the Act.

WHEREAS, the Public Employment Relations Commission, by virtue  
thereof, has certified the said Union as the sole and exclusive  
bargaining agent for all the clerical employees, excluding all blue  
collar employees, professional employees, craft employees,  
confidential employees, managerial executives and supervisors  
within the meaning of the Act.

NOW, THEREFORE, it is mutually agreed between the parties  
hereto as follows:

ARTICLE I  
RECOGNITION

Section 1. The Town of Secaucus hereby recognizes the Union as the sole and exclusive bargaining agent for all clerical employees now employed or to be employed by the Town, excluding all blue collar employees, professional employees, craft employees, confidential employees, managerial executives, and supervisors of the Town of Secaucus in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The bargaining unit shall consist of all clerical employees of the Town.

Section 3. Wherever used herein, the term "employees" shall mean and be construed only as referring to all clerical employees covered by this Agreement.

ARTICLE II

UNION SECURITY

Section 1. The Employer agrees that it will give effect to the following form of Union Security:

a. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement will pay a representation fee as set forth hereafter.

Section 2. It is agreed that at the time of hire, newly hired employees who fall within the bargaining unit will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a representation fee.

Section 3. Check-Off of Union Dues.

a. The Employer, after receipt of written authorization from each individual employee, shall deduct the initiation fees and dues, pursuant to the provisions of N.J.S.A. 52:14-15.9E, from each Union member's paycheck due to him/her on the first payday of each month. Any member who does not receive a paycheck on the first payday of the month shall have deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged.

The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, or leave the employ of the Employer for any reason whatsoever.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of regular monthly dues and proper amount of initiation fee.

Section 4. Representation Fee.

a. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

c. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular

membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount.

1. Once during each membership year covered in whole or in part by the Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

i. 10 days after receipt of the aforesaid list by the Employer; or

ii. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a representation fee terminates his/her employment with the Employer

before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the



event the Union fails to maintain such a system, or if membership is not available, the Employer shall immediately cease making said deductions.

Section 5. The Union, in exchange for the implementation of this Article, hereby agrees to hold the Town harmless against any and all claims or suits or other liability occurring as the result of the implementation of this Article. In any such action, the Union agrees to reimburse the Town for any and all costs, including legal fees, for the defense of said suit, but the Town specifically reserves the right to name its own attorney with respect to its defense.

ARTICLE III  
GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim made by an employee that said employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within 10 calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of grievance. If the grievance is unanswered by management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

Section 3. Procedure.

a. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next Step. Failure at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Department Head. The Department Head shall, within 5 working days

thereafter, give an oral or written decision on the grievance. If the grievance is unanswered by the Department Head within the time limits specified, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the Shop Steward shall serve the same upon the Town Administrator within 5 working days. Within 5 working days thereafter, the grievance shall be discussed between the Town Administrator and a representative of the Union. A written decision shall be given to the Union within 5 working days thereafter. If the grievance is unanswered by the Town Administrator within the time limits, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

d. If the decision by the Town Administrator is unsatisfactory, the Union shall, within 5 days of the date that decision was rendered, or should have been rendered, notify the Administrator that it wishes the matter to be placed before the Mayor and Council. The Mayor and Council shall consider the grievance at its next following meeting and issue a response in writing to the Union within 5 working days of such meeting.

e. In the event the grievance is not satisfactorily resolved by the above Steps, then both parties agree that within 10 calendar days, either party may request the Public Employment Relations Commission to appoint an arbitrator according to the rules and regulations of said Commission, who shall have the full

power to hear and determine the dispute, and his decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 6. The time limits set forth in the above Steps may be expanded or contracted by mutual consent.

Section 7. In the event an attempt is made by the Union to submit to arbitration a matter not deemed to be arbitrable under this Agreement, and it is necessary for the Town to seek injunctive relief, in the event the Town is successful in such action, the Union shall pay all costs involved in the processing of such application for injunctive relief, including but not limited to counsel fees, costs of suit, and attendant expenses.

ARTICLE IV

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a department basis, with the employee with the longest length of continuous and uninterrupted department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Town of Secaucus municipal government. If any employee worked on the CETA Program for the Town prior to the Union, their seniority must count for all benefits under the contract.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees, and their length of service with the Employer shall begin with the original date of their employment, and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3. Probationary Period.

a. The first 30 days of employment for all new employees shall be considered a probationary period. If the Employer requests

an additional 30 days, such additional period of probation shall be granted by the Union.

b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 4. Promotions and Vacancies.

a. The Town specifically reserves the right to determine the number and classification of all positions and the qualifications for employment in said positions.

b. In the event that the Town determines that a vacancy exists, or creates a new position within the unit, it shall post a notice of such new job or vacancy on the bulletin board for a period of 5 working days. Such notice shall contain a description of the job, the pay range, qualifications, when the job will be available, and to whom applications are to be submitted.

c. Promotional Opportunities. All interested employees may submit applications for such openings. The Town shall determine which, if any, of the applicants are qualified for the openings, in its sole discretion. If, in the discretion of the Town, there are 2 or more equally qualified applicants, then the most senior employee shall be given an opportunity to perform the job.

d. Lateral Transfers. Employees may request a lateral transfer to a vacant position. Such transfers shall be granted in the sole discretion of the Town. If 2 or more employees seek transfers to the same position, and both are equally qualified, in the sole discretion of the Town, then the most senior shall be transferred first. Qualifications are determined as in paragraph c above.

e. Nothing contained herein shall limit appointment to current bargaining unit members.

f. Any employee promoted or transferred shall be probationary for 60 days, and if found unsatisfactory during that time, shall be returned to their prior duties.

Section 5. Reduction in Force.

a. The Employer agrees that it will not engage any new employee in a department unless all of the regular, full-time employees in that department are working the scheduled hours noted in this Agreement.

b. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first, and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.

c. In the event of a reduction in the number of persons in a job classification, or of the abolition of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and

secondly, into a classification carrying a lesser rate of pay, only if said employee is qualified to perform the duties, in the sole discretion of management, and is of greater seniority than the employee who would be bumped.

d. Notice of any impending layoffs shall be placed upon the bulletin board 30 days prior to the layoff.

e. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.

2. Absence without notice or leave for 5 consecutive days shall constitute a resignation.

3. Layoff of more than 12 consecutive months.



ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall be from Monday to Friday, 6 hours per day, 30 hours per week.

Section 2. Any work performed from 30 to 35 hours shall be compensated for at straight time.

Section 3. Any work performed after 35 hours or more in any week shall be paid at one and one-half times the employee's regular rate of pay, provided that the employee has either worked or been on a paid leave status for the full scheduled work week.

Section 4. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half times the regular hourly rate of pay, and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at 2 times the regular hourly rate of pay.

Section 5. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

Section 6. Overtime shall be distributed as equally as practical among the employees qualified in their department and capable of performing the work available.

Section 7. In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of 2 hours pay at the overtime rate.

Section 8. Employees shall be granted a 15-minute coffee break in the morning in accordance with the written policy of the Employer.

Section 9. Employees who work in the Court shall work their normal work week of 30 hours, and for attendance at Court sessions in the evening shall receive a flat rate of \$55.00 per session effective January 1, 1991; \$60.00 per session effective January 1, 1992; and \$65.00 per session effective January 1, 1993, regardless of the length of time of such session. The term "session" as used herein shall include such preparatory time as may be necessary, both before and after the actual bench time of the Judge.

ARTICLE VI

HOLIDAYS

Section 1. During each year of this Agreement, the Employer agrees to grant all employees within the bargaining unit 14 paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following
Independence Day	Thanksgiving
	Christmas Day

In addition, each employee shall receive 2 additional holidays to be paid in cash at the employee's regular daily rate of pay. Payment shall be made in December of each year.

Section 2. Employees who work on any of the above holidays shall be paid for such work at the rate of 2 1/2 times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

Section 3. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Employer.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an

additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right, upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday, and suffer no loss in pay.

ARTICLE VII

VACATIONS

Section 1. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Town:

After completion of 1 year of service	1 week (5 working days)
After completion of 2 years of service	2 weeks (10 working days)
After completion of 5 years of service	1 additional day
After completion of 6 years of service	2 additional days
After completion of 7 years of service	3 additional days
After completion of 8 years of service	4 additional days
After completion of 9 years of service	3 weeks (15 working days)
After completion of 20 years of service	4 weeks (20 working days)

Section 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for a pro-rata share of vacation time that may be due said employee in accordance with the above schedule.

Section 3. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations

on the basis of department seniority of its employees.

Section 4. Vacations may be taken any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Employer.

Section 5. Any employee may carry over up to 2 weeks vacation for one year only. Any such vacation not taken in the second year shall be lost. Accumulation shall be for one year only, and the entire carried-over period in addition to the current vacation must be taken in the second year. However, if at the request of the Employer, an employee is denied the ability to utilize vacation time for 24 months, then in that event only, the employee will be paid in cash for the vacation time so denied.

ARTICLE VIII

LEAVES

Section 1. Leave of Absence Without Pay.

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding 30 days without loss of seniority rights. Extensions for such leave may be granted for an additional 30 days. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date.

1. Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

d. While on unpaid leave status, no seniority shall

accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

Section 2. Paid Sick Leave.

a. Service Credit for Sick Leave.

1. All permanent and part-time employees shall be entitled to sick leave with pay based upon their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

b. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and 15 working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. In the event an employee suffering a bona fide long-term illness exhausts all accumulated sick leave, the Mayor and Council, upon application by the employee, may grant additional sick leave at their discretion.

c. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that



entitle him to sick leave, his Supervisor shall be notified prior to the employee's starting time.

i. Failure to so notify his Supervisor may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

ii. Absence without notice for 5 consecutive days shall constitute a resignation.

iii. When an employee is returning from sick leave, said employee shall, whenever practicable, call to inform the Supervisor of his intended return at least 4 hours in advance of the scheduled start of his shift.

d. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for 5 or more consecutive work days or 5 or more days in any month shall be required to submit acceptable medical evidence substantiating the illness. The Town may require proof of illness of an employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing it. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitates the employee, the diagnosis and prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the Town may require the employee to be examined by the Town's physician.

2. In case of leave of absence due to exposure to

a contagious disease, a certification form from the Department of Health shall be required.

3. The Town may require an employee who has been out because of personal illness, as a condition of his return to duty, to be examined at the expense of the Town. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

4. Any employee who retires in accordance with the requirements of the pension system for a regular retirement shall be entitled as a terminal leave benefit to be remunerated based upon 50% of his unused accumulated sick leave at the daily rate in effect at the time of retirement.

5. In the event of an on-the-job injury, for the first 30 consecutive days of an on-the-job injury leave, the employee shall be entitled to full pay and shall turn back to the Employer any worker's compensation remuneration received. The employee shall have the right to apply for a second 30-day period of such remuneration, which may be granted at the sole and exclusive discretion of the Municipal Council.

Section 3. Bereavement Leave Pay.

a. Employees shall be granted 3 days off with pay at the employee's straight time rate in the event of the death of an employee's spouse, child, step-child or any other member of the immediate family, defined as parent, parent-in-law, sister, brother, grandparents, grandchild, or any other member of the

employee's household who resides with that employee. The Employer reserves the right to verify the legal relationship of a family member of the employee.

b. Employees shall be granted 1 day off, the day of the funeral, without loss of pay, for the funeral of an aunt, uncle, niece or nephew.

Section 4. Jury Duty. Any employee who is called for jury duty shall be paid his full compensation for each day of jury service. The employee shall be required to give prior notice to the Employer of the call to duty.

Section 5. Personal Day. Each employee shall be entitled to use one personal day with no loss of pay during 1991, and effective January 1, 1992, 2 personal days with no loss of pay. The personal day provided for herein shall not be accumulative. The employee shall provide at least 7 days' notice of intended use of the personal day, except in the event of an emergency. Personal days may not be used contiguous to any holidays.

Section 6. Any employee whose work record exhibits a pattern of excessive absenteeism, whether from use of sick leave, injury leave, or any other cause, shall be subject to disciplinary action up to and including discharge.

Section 7. The parties acknowledge the right of the Employer to require a physical or psychological examination of any employee at any time, provided the Employer assumes any cost not covered by the health insurance program. This shall include drug and alcohol abuse procedures.

ARTICLE IX

VETERAN'S RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right of reinstatement to the former position held, or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefor made within 90 days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called, without impairment of said employee's seniority rights, and shall pay the difference between such service pay and 8 hours straight time for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE X

WELFARE AND PENSION BENEFITS

Section 1. The following coverage for each employee and his dependants will be provided and paid for by the Town in accordance with the limits of the policies now in effect:

- a. UCR Blue Cross/Blue Shield and Rider J insurance.
- b. Major Medical insurance.
- c. Dental insurance.
- d. Temporary Disability insurance.

Should the provision of any feature of this insurance program be declared illegal, such insurance program shall be dropped from the contract.

Section 2. The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided.

Section 3. All members of the bargaining unit shall receive an annual payment of \$100.00 for the purchase of an optical benefit.

Section 4. In the event the Town increases the current insurance program for other municipal employees during the term of this Agreement, similar increases and benefits shall be provided to members of this unit.

Section 5. Employees shall notify the Town of any change in marital or parental status within 10 days of such change.

ARTICLE XI

DISCHARGE

Section 1. An employee shall not be discharged, except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

ARTICLE XII

GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against because of legal Union activities.

Section 2. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer will put into effect a weekly pay schedule for the employees of this bargaining unit as soon as practical.

Section 4. Employees regularly scheduled to work 20 or more hours per week shall receive all benefits on a pro-rated basis.

ARTICLE XIII  
WAGES AND LONGEVITY

Section 1. All employees covered by this Agreement shall receive a wage increase on January 1, 1991 of \$.65 per hour; on January 1, 1992 of \$.65 per hour; and on January 1, 1993 of \$.60 per hour.

Section 2. The increases set forth herein shall apply to all employees on the payroll as of December 31 of the year preceding the year in which the wage increase is granted.

Section 3. In addition to the wage system set forth above, employees shall be entitled to longevity payments based upon the following formula, based upon service to the Town:

Upon completion of 5 years of service.....	3%
Upon completion of 10 years of service.....	5%
Upon completion of 15 years of service.....	7%
Upon completion of 20 years of service.....	10%
Upon completion of 25 years of service.....	11%

Section 4. In calculating wage increases for 1991, the annual base salary earned by each incumbent as of December 31, 1990 shall be increased by \$54.00 before the \$.65 per hour reflected in Section 1 of this Article is added. This \$54.00 reflects the supplemental bonus provided for in the Agreement to which this Agreement is the successor, and it is specifically agreed that supplemental bonuses will no longer be an obligation of the Town.



ARTICLE XIV  
MANAGEMENT RIGHTS

Section 1.

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

1. To the executive management, an administrative control of all Town functions, properties and facilities and the activities of all Town employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of the continued employment or their dismissal or demotion and to promote and transfer employees as necessary;

3. To maintain the efficiency of Town operations;

4. To take all necessary action to carry out its mission in emergencies;

5. To exercise complete control and discretion over its organization and the technology of performing work;

6. To schedule employee hours;

7. To take disciplinary action.

b. The exercise of the foregoing rights, powers,

authorities, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

c. It is understood and agreed that the Town, at its sole discretion, possesses the right, in accordance with applicable law, to manage all operations, including the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as specifically modified by this Agreement in accordance with paragraph b above.

ARTICLE XV

FULLY-BARGAINED PROVISIONS

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 subject to negotiations. 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 knowlege or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

EDUCATIONAL PROGRAMS

The Employer agrees to contribute \$.01 per hour to Local 911 for all hours an employee receives pay in accordance with the memorandum executed by the parties. Such Fund is to be administered in accordance with the Local 911 Welfare Plan Trust Agreement by an equal number of Employer and employee trustees.

ARTICLE XVII

DURATION

This Agreement shall become effective January 1, 1991 as to wage rates, and for all other purposes upon the date of execution of this Agreement, and shall continue in full force and effect until December 31, 1993.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least 60 days prior to the expiration date to change or modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new contract within 60 days prior to the expiration of this Agreement.

Except as set forth above, all provisions of the Collective Bargaining Agreement between the parties remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

LOCAL #911, INTERNATIONAL UNION  
OF PRODUCTION, CLERICAL AND  
PUBLIC EMPLOYEES

TOWN OF SECAUCUS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIDEBAR AGREEMENT  
between  
TOWN OF SECAUCUS  
and  
LOCAL 911, IUPCPE  
(Clerical Unit)

---

WHEREAS, Local 911, IUPCPE, and the Town of Secaucus have entered into a Collective Bargaining Agreement for the years 1991 through 1993, and

WHEREAS, one member of the bargaining unit is assigned as an office clerical worker to the office of the Secaucus Department of Public Works, and

WHEREAS, that office operates on a schedule different from that of other work locations covered by said Agreement,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Any employee within this bargaining unit who is assigned to work in the office of the Town of Secaucus Department of Public Works will work the D.P.W. work day in lieu of the 6-hour day set forth in the master Agreement, not to exceed 40 hours per week, excluding lunch.

2. With respect to any employee so assigned, all references in the master Agreement to work shift, work day or work week shall be based on the D.P.W. work day, excluding a 1-hour lunch period.

3. The hourly rate (including any increases called for in the master Agreement) of that employee shall be utilized to determine the weekly salary based upon the length of the D.P.W. work day.

4. Overtime shall be paid at the rate of time and one-half for all hours worked in excess of 40 hours.

5. All other terms and conditions of employment set forth in the master Agreement shall be applicable to the same degree and extent as if the employee were working in the Municipal Government Center building, based, however, on the D.P.W. work day.

6. Should any such employee revert or be transferred or reassigned to any other office, the salary computation shall also revert to be based upon a 6-hour work day.

LOCAL 911, IUPCPE

TOWN OF SECAUCUS

BY: \_\_\_\_\_

BY: \_\_\_\_\_