

Contract no 625

AGREEMENT

between

TOWN OF SECAUCUS

and

LOCAL #11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
BLUE COLLAR UNIT

LIBRARY  
INSTITUTE OF MANAGEMENT

RUTGERS UNIVERSITY

1992-1994

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PREAMBLE

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1992 between the TOWN OF SECAUCUS, hereinafter referred to as the "Employer" or "Town," and LOCAL #11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization with its principal place of business at 50 Essex Street, Rochelle Park, New Jersey, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Union has demonstrated that it represents a majority of the garage, road, parks and public buildings employees, excluding supervisory, office and clerical employees;

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

ARTICLE I  
RECOGNITION

A. The Town of Secaucus hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed in the garage, road, parks and public buildings areas, excluding supervisory, office and clerical employees of the Town in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

B. The bargaining unit shall consist of all garage, road, parks and public buildings employees, excluding supervisory, office and clerical employees of the Town.

C. Wherever used herein, the term "employees" shall mean and be construed only as referring to all garage, road, parks and public buildings employees covered by this Agreement.

ARTICLE II  
UNION SECURITY

A. The Town agrees that it will institute a form of Union security by which an employee who elects to not become a member of the Union shall be set a service fee equivalent to 85% of the initiation fee and annual dues payable to the Union by members. The implementation of this Union Security Clause shall be in accordance with the rules and regulations promulgated in accordance with law.

B. Check-Off of Union Dues.

1. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month, and such deduction made the first month shall be a double deduction, and thereafter the regular deduction shall apply to dues owed for the following month. Any member who does not receive a paycheck on the first payday of the month shall have these 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.

2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within 15 calendar days after such deduction is made.

3. The Employer agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. 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.

C. 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

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

B. 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.

C. Procedure.

1. 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.

2. 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, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

3. 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.

4. 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.

5. 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.

D. 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.

E. 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.

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

G. 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

EMPLOYEE TRAINING AND PERFORMANCE

A. The Town agrees to continue to provide on-the-job training to all employees employed by the Town.

B. The employees and the Union hereby agree that all employees are to be qualified to do all required jobs within the Department of Public Works or Buildings and Grounds. Any employee unable to perform all required duties within 12 months of the date of execution of this Agreement may, in the sole discretion of the Mayor and Council, be either reduced to a lower grade of pay or terminated without recourse. "Qualified," as used herein, includes the holding of a valid C.D.L. for any employee whose assignment requires them to operate a motor vehicle.

ARTICLE V

SENIORITY

A. 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 Employer. 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. If 2 or more employees are hired on the same date, seniority shall be determined by alphabetical order of their last names.

B. 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.

C. Probationary Period.

1. The first 60 days of employment for all new employees shall be considered a probationary period. If the Employer requests

an additional 60 days, in writing, such additional period of probation shall be granted by the Union.

2. 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.

D. Promotions and Vacancies.

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

2. 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.

3. 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.

4. 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.

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

6. 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.

E. Reduction in Force.

1. 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.

2. 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.

3. 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.

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

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

a. Resignation or termination of employment for cause.

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

c. Layoff of more than 12 consecutive months.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. The regular work week shall consist of 40 hours per week, exclusive of meal periods.

B. Employees required to work more than 40 hours in any 7-day period shall be paid for overtime at the rate of time and one-half in accordance with the following schedule:

0 to 15 minutes	no compensation
15 to 30 minutes	1/2 hour compensation
Over 30 minutes	a full hour's pay

C. Any employee scheduled to work on a sixth day shall receive overtime compensation at the rate of time and one-half, provided the 40-hour straight time week has already been worked. Any employee scheduled to work on a seventh day shall be compensated at two times the regular hourly rate of pay, provided the 40-hour straight time week has already been worked.

D. In the event an employee is recalled after the completion of his shift at a time not contiguous with his shift, that employee shall be guaranteed a minimum of 2 1/2 hours pay at the premium rate of time and one-half. The overtime rates shall prevail, provided the overtime is in excess of the 40-hour minimum. The Employer shall have the right to require the employee to work the 2 1/2 hours minimum.

E. It is specifically understood that overtime is mandatory. Overtime, to the extent possible, shall be shared equally among employees qualified to do the work. A seniority system among

qualified employees shall be utilized to this end.

F. All employees shall register their arrival and departure from work on the time clock. Lunch periods are to be similarly clocked out and back. Late check-in shall result in docking for one quarter hour for up to 15 minutes, for one half hour for up to 30 minutes, and any lateness beyond 30 minutes may result in the employee being sent home for the day.

G. Breaks. Employees shall be entitled to one 15-minute break in the A.M., and one 15-minute break in the P.M. When crews are on the road, one man shall go for coffee, etc., but the rest of the crew shall remain at the work site.

H. The existing system of standby duty shall be continued for the duration of this Agreement. The standby rate shall be increased to \$70.00 per week in 1992, \$75.00 in 1993, and \$80.00 in 1994. Any employee who voluntarily substitutes for another on standby duty shall notify the Superintendent in writing in advance. Failure to do so will subject both employees to disciplinary action.

I. When an employee is called in on an emergency, or for snow removal, and if the employee works 10 or more consecutive hours, said employee shall be granted a half-hour meal period at no loss of pay for such period, and shall be granted an additional one-half hour for each 5 hours over the above mentioned 10 hours. At each such meal period, the employee shall be reimbursed for his meal at the rate of \$5.00 in 1989, \$6.00 in 1990, and \$7.00 in 1991.

J. Any employee called in prior to the start of the regular



shift shall receive the premium rate of time and one-half for all such hours, provided the 40-hour minimum is reached.

ARTICLE VII

HOLIDAYS

A. 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 two 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.

B. 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.

C. Employees who work their regular shift 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. If an employee works more than their regular hours, or is entitled to recall pay, they shall continue to earn the double time and one-half rate, with any minimum set forth in Article VI.

D. 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.

E. 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 VIII

VACATIONS

A. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule:

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)

B. 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.

C. 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.

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

E. Any employee may carry over up to two 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.

F. In addition to the vacation schedule set forth in paragraph A above, it is hereby agreed that any employee with 20 or more years of service as of October 1982 shall be eligible to receive one additional week's vacation.

ARTICLE IX

LEAVES

A. Leave of Absence Without Pay.

1. 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.

2. 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.

3. 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.

a. 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.

4. 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.

5. All such leaves are at the specific discretion of the Mayor and Council.

B. Paid Sick Leave.

1. Service Credit for Sick Leave.

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

b. 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.

2. Amount of Sick Leave.

a. 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.

b. 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.

c. 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.

3. Reporting of Absence on Sick Leave.

a. 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.

b. 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.

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

d. 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.

4. Verification of Sick Leave.

a. 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.

b. In case of leave of absence due to exposure to a contagious disease, a certification form from the Department of Health shall be required.

c. 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.

d. 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.

e. 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.

C. Bereavement Leave Pay.

1. 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 or child or any other member of the immediate

family, defined as parent, parent-in-law, sister, brother, grandparents, grandchildren, stepchildren, 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.

2. 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.

D. 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.

E. Personal Day. Effective January 1, 1992, each employee shall be entitled to use two personal days with no loss of pay. The personal days provided for herein shall not be accumulative. The employee shall provide at least seven days' notice of intended use of a personal day, except in the event of an emergency. Personal days may not be used contiguous to any holiday.

ARTICLE X

VETERAN'S RIGHTS AND BENEFITS

A. 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.

B. 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.

C. 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.

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

ARTICLE XI

WELFARE AND PENSION BENEFITS

A. 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:

1. UCR Blue Cross/Blue Shield and Rider J insurance.
2. Major Medical insurance.
3. Dental insurance.
4. 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.

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

C. All members of the bargaining unit shall receive an annual payment of \$100.00 for the purchase of an optical benefit. This payment shall be made by November 15 of this year.

D. 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.

E. Employees shall notify the Administrator's office of any change in marital status or eligible dependants affecting insurance coverage within 30 days of such change. Failure to so notify the office shall result in the employee being charged with any excess

premiums.

F. Effective July 1, 1994, newly hired employees will continue to be entitled to individual coverage with full premiums therefor to be paid by the Town. Any newly hired employee electing other than single coverage shall contribute 35% of the premium cost for all coverage provided in paragraph A, with the Town paying the other 65%.

ARTICLE XII

DISCHARGE

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 XIII

UNIFORMS

A. All employees, except those working in an office setting, shall be reimbursed for the purchase of work uniforms to a maximum of \$200.00 per year of this Agreement. As part of this allowance, employees will purchase steel-tipped winter boots. So long as the uniform requirements pursuant to paragraph F below are complied with, employees may also purchase up to 2 pairs of blue jeans annually. Uniforms shall be purchased from a designated vendor, and vouchers shall be submitted annually to qualify for reimbursement.

B. The Town shall provide a clothing maintenance allowance in July and December of 1989 in the amount of \$112.50, for a total of \$225.00 in 1989. The amount shall be \$125.00, semi-annually for 1990, and \$137.50 semi-annually for 1991. An employee must have worked the entire year to qualify for this benefit.

C. One pair of steel-tipped safety shoes per year will be provided by July. Rubber boots may be worn in snowstorms or other times of foul weather in the discretion of management.

D. The Town Administrator shall establish a dress code for each department, and any employee without his/her proper uniform or safety equipment shall not be permitted to work, and shall be docked for time lost as a consequence of such failure to appear in proper attire and with the appropriate safety equipment as determined by the Director of Public Works.

E. Continued violation of safety or uniform requirements may subject employees to disciplinary action.

F. As part of the uniform allowance provided in paragraph A above, employees will be required to purchase steel-tipped winter boots. So long as the requirement of paragraph D is complied with, employees may also purchase up to 2 pairs of blue jeans annually, within the allowance provided.



ARTICLE XIV

GENERAL

A. 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.

B. 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.

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

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

E. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

F. There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE XV

WAGES AND LONGEVITY

A. Salaries - Road Department.

1. All current employees shall be compensated as set forth in accordance with Schedule A attached hereto.

2. New employees shall be employed at not more than \$1000 below the following rates, and move to the shown rate after 12 months of service.

	<u>1992</u>	<u>1993</u>	<u>1994</u>
Mechanic	32,152	33,486	34,774
Lead Man	31,988	33,322	34,610
Laborer-Driver	23,768	26,019	28,223
Clerk	19,838	21,172	22,460

B. Salaries - Buildings and Grounds.

1. All current employees shall be compensated as set forth in accordance with Schedule B attached hereto.

2. New employees shall be employed at not more than \$1000 below the following rates, and move to the shown rate after 12 months of service.

	<u>1992</u>	<u>1993</u>	<u>1994</u>
Maintenance	26,795	28,129	29,417
Custodian	19,837	21,171	22,459
Housekeeper	17,974	19,308	20,596
Bus Driver	20,778	22,112	23,400
Vehicle Maintenance	28,170	29,504	30,792

C. Longevity.

1. In addition to the wage system set forth above, employees shall be entitled to longevity payments based upon the

following formula:

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%

D. Minimum Qualifications.

1. All appointees shall hold a high school diploma or equivalency and a valid New Jersey driver's license as a minimum requirement for appointment to any job title within this bargaining unit. For employees who are required to drive municipal vehicles, the C.D.L. will be required.

E. Supplemental Bonus. The Employer agrees to pay to each employee in the bargaining unit who received pay for at least 10 days in the previous month an additional monthly supplemental bonus of \$4.50, for a total of \$9.00, which will be paid on the first payday of each month, effective as of January 1, 1992. If the employee does not receive a paycheck on the first payday of the month, the bonus will be paid in the first paycheck he receives in the month. This bonus will not be considered as part of base pay for purposes of overtime, pension, or any other calculation.

ARTICLE XVI  
MANAGEMENT RIGHTS.

A. The Town hereby retains and reserves unto itself 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 and the terms and conditions of this Agreement, 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, not contrary to the terms and provisions of this Agreement.

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 XVII

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 knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

EDUCATIONAL PROGRAMS

The Employer agrees to contribute \$.01 per hour to Teamsters Local 11 Educational Program 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 11 Welfare Plan Trust Agreement by an equal number of Employer and employee trustees.

ARTICLE XIX

DURATION

A. This Agreement shall become effective January 1, 1992 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, 1994.

B. In the event, during the course of this Agreement, any other bargaining unit consisting of employees within the Town are provided with benefits in excess of those provided in this Agreement, then the employees hereunder shall be provided with such benefits as well.

C. 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.

D. 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 #11, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
Blue Collar Unit

TOWN OF SECAUCUS

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

BY: Anthony E. Just Sr.

Attest: Clare J. Pecco

COMMITTEE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE A

ROAD DEPARTMENT

<u>Name</u>	<u>Title</u>	<u>1991</u> <u>Sal.</u>	<u>1992</u> <u>Sal.</u>	<u>1993</u> <u>Sal.</u>	<u>1994</u> <u>Sal.</u>
Allen(1)	Mechanic	\$34252	\$35567	\$36901	\$38189
Baer	Mechanic	30837	32152	33486	34774
Kosky	Mechanic	30887	32152	33486	34774
Appel	Lead Man	30673	31988	33322	34610
Magnus	Lead Man	30673	31988	33322	34610
Roesing	Lead Man	30673	31988	33322	34610
Dunlap	Lead Man	30673	31988	33322	34610
Van Nest(1)	Labr/Drvr	33395	34710	36044	37332
Berchtold	Labr/Drvr	24286	25601	26935	28223
Dubiel	Labr/Drvr	24286	25601	26935	28223
Moss	Labr/Drvr	24286	25601	26935	28223
Sgambati	Labr/Drvr	24286	25601	26935	28223
Stone	Labr/Drvr	24286	25601	26935	28223
Kessler	Labr/Drvr	21561	23768	26019	28223
Jahn	Labr/Drvr	21561	23768	26019	28223
Sasso	Labr/Drvr	21561	23768	26019	28223
Hartwig	Labr/Drvr	21561	23768	26019	28223
McAdam	Labr/Drvr	21561	23768	26019	28223
Sanzari	Labr/Drvr	21561	23768	26019	28223
Kosky	Labr/Drvr	21561	23768	26019	28223
Gallagher	Labr/Drvr	21561	23768	26019	28223
O'Connor	Labr/Drvr	21561	23768	26019	28223
Johnson	Labr/Drvr	21561	23768	26019	28223
Citro	Labr/Drvr	21561	23768	26019	28223
Berckes	Labr/Drvr	21561	23768	26019	28223
Gonnelli	Clerk	18523	19838	21172	22460

Notes:

1. Red circled at rates shown.

SCHEDULE B

BUILDINGS AND GROUNDS:

<u>Name</u>	<u>Title</u>	<u>1991</u> <u>Sal.</u>	<u>1992</u> <u>Sal.</u>	<u>1993</u> <u>Sal.</u>	<u>1994</u> <u>Sal.</u>
Chicccone (1)	Maint.	\$30950	\$32265	\$33599	\$34887
Cieciuch	Maint.	25480	26795	28129	29417
Koch	Maint.	25480	26795	28129	29417
O'Connor	Maint.	25480	26795	28129	29417
Blazejowicz	Maint.	25480	26795	28129	29417
Lienhard	Cust.	18522	19837	21171	22459
Karaway	Cust.	18522	19837	21171	22459
Gulino	Cust.	18522	19837	21171	22459
Vogel	Hsekpr	16659	17974	19308	20596
West	Hsekpr	16659	17974	19308	20596
Griffo	Bus Drvr	19463	20778	22112	23400
Hecht	Veh. Mtc.	26855	28170	29504	30792

Notes:

1. Red circled at rates shown.