



AGREEMENT

-Between-

TEAMSTERS LOCAL 11
International Brotherhood of Teamsters

-And-

TOWNSHIP OF SECAUCUS DPW

January 1, 2021 through December 31, 2025

Michael Curcio
President/Principal Officer

Maryann Tittle
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	RECOGNITION	1
II	UNION SECURITY	2
III	GRIEVANCE PROCEDURE	4
IV	EMPLOYEE TRAINING AND PERFORMANCE	6
V	SENIORITY	7
VI	HOURS OF WORK AND OVERTIME	9
VII	HOLIDAYS	12
VIII	VACATIONS	13
IX	LEAVES	14
X	VETERANS' RIGHTS AND BENEFITS	18
XI	WELFARE AND PENSION BENEFITS	18
XII	DISCHARGE	21
XIII	UNIFORMS	21
XIV	GENERAL	22
XV	WAGES AND LONGEVITY	23
XVI	MANAGEMENT RIGHTS	23
XVII	FULLY-BARGAINED PROVISIONS	24
XVIII	EDUCATIONAL PROGRAMS	25
XIX	DURATION	25
XX	SEVERABILITY	25
	SIGNATURE PAGE	26
	DPW RANKING FILE – JOB TITLES	27

PREAMBLE

THIS AGREEMENT is made and entered into this _____ day of April, 2022, and effective on the 1st day of January, 2021, between the TOWN OF SECAUCUS, hereinafter referred to as the "EMPLOYER", and LOCAL UNION NO. 11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization with its principal place of business located at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey 07508 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 clerical and part – time employees;

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

ARTICLE I - RECOGNITION

- A. The Town of Secaucus hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time employees now employed or to be employed in the Department of Public Works, Divisions of Streets and Roads, or Buildings and Grounds, but excluding seasonal or temporary employees, supervisors and office clerical employees, in all 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, clerical and part time employees of the Town.
- C. Whatever used herein, the term "employees" shall mean and be construed only as referring to all full-time garage, road, parks and public buildings employees covered by this Agreement.
- D. Definitions:
 - 1. Temporary employees shall refer to employees employed no more than 180 consecutive calendar days. Temporary employees in the Division of Streets and Roads must have the C.D.L.
 - 2. Seasonal employees are those hired on either a full or part-time basis for the "summer season" consisting of May through August, or the "winter season" consisting of the Christmas week through the end of January.

3. Part-time employees are those who were not formally hired by the Town in a full-time capacity.

ARTICLE II – UNION SECURITY

A. Voluntary Representation Fee.

(a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the Town of Secaucus in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.

(c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Town of Secaucus a list of employees who have not become members of the Union for said membership year.

(d) The Town of Secaucus will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

i. Within twenty one (21) days after receipt of the aforesaid list by the Town of Secaucus;

or

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

(e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary 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.

(f) The Union will notify the Town of Secaucus in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Town of Secaucus received said notice.

(g) On or about the last day of each month, the Town of Secaucus will submit to the Union a list of all employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

(h) 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 N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Town of Secaucus shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.

(i) The Union shall hold the Town of Secaucus harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

B. Check-Off of Union Dues

1. The Employer hereby agrees to deduct from the wages of employees by means of 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 for 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 the 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. The Employer, after receipt of written authorization form each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees on the 31st day of employment.
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.
4. 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, and administrative decision, or a Town policy.
- 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 deemed 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 agreed 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, cost 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 within the Division of Streets and Roads or Buildings and Grounds. Any employee unable to perform all required duties within the 6 months of the date of execution of this Agreement may, at the recommendation of the Department Head and in the sole discretion of the Mayor and Council, be either reduced to a lower grade of pay or terminated. "Qualified," as used herein, shall mean, aside from the position of Laborer, that upon being hired for the Department of Public Works you must hold a valid class B - C.D.L. operator's license.
- C. The Town will develop a process for mandating all job training.

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 the 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 employees' 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, temporary, 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 90 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 boards at DPW, DPW rear garage, Town Hall, 145 Front Street, Recreation and Building and Grounds time clock locations by management 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.

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, for whatever reason, 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 event of a 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 pay

Overtime in excess of 12 (twelve) hours per week during the months of January through December shall be in a separate check at the end of the next regularly scheduled pay period.

- 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 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 3 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 3 hours minimum.

The standby rate shall be as follows:

\$155.00 per week for contract years 2021, 2022 & 2023

\$165.00 per week for contract years of 2024 & 2025

Any employee who voluntarily substitutes for another standby employee shall notify the Superintendent in advance. Failure to do so will subject both employees to disciplinary action.

Any employee on stand-by shall be guaranteed a minimum of 3 hours pay at the premium rate of time and one-half (1 ½). Any employee called in on stand-by and is cancelled in route will receive the guaranteed minimum of 3 hours pay.

- 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 shall be for ½-hour, taken at 11:30 a.m., unless otherwise approved by employee's supervisor, and 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. 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 twenty-five (\$25.00) dollars. Such reimbursement will be made within 60 days.

- I. 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 hours minimum is reached.
- J. If all non-essential employees are not required to report for the entire workday, all essential employees will go to time and a half. If non-essential employees are required to report for a portion of the workday, this clause will not apply and standard pay rates will be paid.

Only those essential employees who are requested to work in order to deal with the circumstance which caused all non – essential employees not being required to report to work (i.e. snow storm) shall be paid time and a half. This would not apply in the event there is a situation which caused Town Hall to close, i.e. a power outage, which did not affect other Town buildings.

- K. New employees hired in the Road Department as a Laborer or Laborer/Driver will be placed on the Saturday or Sunday shift and if, in the sole discretion of the employer, an employee can be moved off the Saturday or Sunday shift this will be done in the order of seniority.
- L. Laborer. Those employed in the position of laborer shall not be required to possess a C.D.L endorsement on their driver’s license, should they have one, and will not receive the annual \$1000.00 increase paid to those employed in the laborer/driver position for the first five (5) years of employment. Additionally, those employed in the Laborer position will not operate equipment (i.e. snowplow, street sweeper, heavy equipment or tractors) or be on the standby list.
- M. Sewer Jobs. It has been the practice of the Town for years that members of this bargaining unit would assist residents in servicing the house lateral to the main sewer in the street. The Town suspended this service at the start of the COVID pandemic and agrees the service to the residents will not be re-instituted. The cleaning out of the house lateral was a practice generally referred to as a “sewer job”.

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
President's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day

In addition, each employee shall receive two (2) additional holidays to be paid 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 workday before and the scheduled workday 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 1 ½ 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 of service to the Town;

During 1 st year of service	1 day per month worked to maximum 8 working days
After completion of 1 year of service	10 working days
After completion of 2 years of service	13 working days
After completion of 5 years of service	14 working days
After completion of 6 years of service	15 working days
After completion of 7 years of service	16 working days
After completion of 8 years of service	17 working days
After completion of 9 years of service	21 working days
After completion of 15 years of service	23 working days
After completion of 20 years of service	24 working days
After completion of 23 years of service	25 working days

B. The Town agrees that in the event an employee retires from employment with the Town, they shall be entitled to payment of all vacation time they are entitled to for the year of their retirement plus any previously “banked” or “carried over” vacation time they may have had. Furthermore, the Town agrees that in the event an employee voluntarily leaves the employ of the Town (other than a retirement) before their vacation has fully accrued, 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. Proration shall be determined by dividing the number of vacation days an employee is entitled to for the calendar year by twelve months. In the event an employee has taken more vacation time than they were entitled to at the time of their voluntary departure, said employee shall reimburse the Town.

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. Employees may carry over no more than ten (10) vacation days per year, unless approved by Administrator. Any days carried over must be used in the next calendar year or they shall be

forfeited, unless otherwise consented to by the Administrator. An employee cannot carry accumulate carried over vacation days year after year.

Example: If an employee has twenty (20) vacation days in 2020 and carries ten (10) of those days over to 2021, they will need to utilize a minimum of twenty (20) days' vacation in 2021 as they will not be permitted to carry more than ten (10) days into the next calendar year. Every employee will be permitted, should they wish, to carry over ten (10) vacation days into the next calendar year and no more.

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 thirty (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 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 prepay 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 full-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 for themselves or an immediate family member.

2. Amount of Sick Leave

- a. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days in every calendar year thereafter. Each employee who does not utilize any sick time for the calendar year will receive a payment of \$500.00, to be paid in January of each new calendar year.
- 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. Donated Leave Policy. This is controlled by the Donated Leave Policy, which is part of the employee handbook as approved by Resolution No. 2021-261.

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 at least fifteen (15) minutes 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 five (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 four (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 five (5) or more consecutive workdays or five (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 be from the employee's health care provider and shall indicate the employee has been seen by a health care provider and set forth the period of incapacity or job-related restrictions. In the event of any question concerning the above entitlement, the Town may require the employee to be examined by the Town's physician. In the event that verification of sick leave is requested, and the Town requires the employee to be examined by the Town physician, the Union shall be notified. Notes from a Health Care provide shall be provided to Human Resources or, in the event Human Resources is not available, to the Town Administrator.
- b. In case of leave of absence due to exposure to a contagious disease, a note from the Employee's medical doctor shall be required in order for the employee to return to work.
- c. The Town may require an employee who has been out because of personal illness, as a condition of this return to duty, to be examined at the expense of the Town. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.
- d. Any employee hired before May 21, 2010 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. Any employee hired after May 21, 2010, 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 the employees unused accumulated sick leave at the daily rate in effect at the time of retirement, to a maximum payment of \$15,000.00. This clause is in compliance with N.J.S.A. 40A:9-10.4.

- e. In the event of an on-the-job injury, for the first thirty (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 workers' compensation remuneration received. The employee shall have the right to apply for a second thirty (30) day period of such remuneration, which may be granted at the sole and exclusive discretion of the Municipal Council.

5. Bereavement Leave Pay

- a. Employees shall be granted five (5) days off, with pay at the employee's straight time rate, in the event of the death of an employee's spouse, civil union partner, child, parent, parent-in-law, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchild, sister/brother-in-law, grandparent-in-law, , or any other person related by blood or marriage residing in the employee's household. The Town reserves the right to verify the legal relationship of a family member of the employer.
- b. Employees shall be granted up to three (3) days off, without loss of pay, for attendance of the wake and funeral for the death of an aunt, aunt-in-law, uncle, uncle-in-law, cousin, cousin-in-law, niece, niece-in-law or nephew, nephew-in-law. The Town reserves the right to verify the legal relationship of a family member of the employee. Time must be taken the days of the wake and funeral.

6. 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.

7. Personal Day

Each employee shall be entitled to use three (3) personal days with no loss of pay. The personal days provided for herein shall not be accumulative. The employee shall provide at

least two (2) days' notice of intended use of a personal day, except in the event of an emergency. Personal days may be used contiguous to any holiday.

ARTICLE X – VETERANS' 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 positions during the period of such military service.
- B. Such reinstatement of a veteran shall be upon application thereof made within ninety (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 eight (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 Town will provide coverage for each member and the member's dependents utilizing the State Health Benefits Program (SHBP) and shall offer all plans to members of this unit as permitted by SHBP or an equal or better plan, at the Town's option. The Town will provide the optional SHBP prescription drug program or an equal or better plan to the members of this unit.

The Town will maintain a dental program equivalent to the coverage provided other municipal employees.

The Town shall be reimbursed for health care costs by the unit member an amount equal to 1.5% of their annual base salary.

The Town further agrees to pay a stipend to any member that is legally permitted to receive a stipend for the waiver of health benefits equivalent to 25% of the cost of those benefits or \$5,000., whichever is less, unless this amount is changed by any future law or regulation. This payment shall be made in the year after the benefits are waived and will be prorated for any portion worked and/or portion the member was eligible for enrollment in SHBP.

Should the provision of any feature of this 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 equal or better benefits are provided.
- C. As per Resolution # 2000-235, dated December 26, 2000, provides post health benefits to retiring employees and their dependents (only during the retired employees life), who at the date of retirement have not less than 25 years of accrued time in the state or locally administered pension system and have served at least 20 years as an employee of the Town of Secaucus shall receive continued medical insurance.
- D. The employee shall be reimbursed up to a maximum of \$500.00 per year, upon the presentation of receipts for the purpose of optical exams, contacts, glasses, or related items, for the employee or the employee's dependents. This benefit is retroactive to January 1, 2021. Payment shall be paid no later than November 15th of each calendar year.
- E. 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.
- F. Employees shall notify the Administrator's office of any change in marital status or eligible dependents affecting insurance coverage with thirty (30) days of such change. Failure to so notify the office shall result in the employee being charged with any excess premiums.
- G. Employees on temporary disability leave shall be entitled to health insurance coverage in accordance with the municipal resolution of January 23, 1990, as amended to reflect the Family Leave Act of New Jersey and the United States.

- H. Member must pay the premium for benefits continuation on disciplinary action/suspension of more than 30 days through COBRA.
- I. Should an active member of the union die while in the performance of and as a direct and proximate result of his or her job duties, the Town will agree to purchase and pay for health insurance coverage for the member's spouse and the member's dependent(s) (26 years of age or younger) at the time of death. This coverage would continue until such time as either the spouse remarries, becomes otherwise eligible to obtain benefits through another source, including, but not limited to, health insurance coverage offered by a spouse's employer, Medicare or Medicaid. The insurance coverage that the Town will purchase for the deceased member's spouse shall be at the same level provided to all union members under the existing union contract and shall be subject to change in accordance with a change in negotiated contractual terms. If there is any dispute regarding whether or not employee's death is the direct and proximate result of his or her job duties or directly related to his or her employment, a final, non-appealable, decision by a Workers Compensation Court or other Court of competent jurisdiction shall control, the determination.

The spouse and any dependent(s) is responsible to notify the Town immediately of any qualifying events regarding continuation of coverage. A qualifying event is defined as one of the following:

1. Marriage
2. Death
3. Emancipation of Dependent
4. Adoption
5. 63rd Birthday
6. Availability of Health Benefits through an employer other than the Town.
7. Eligibility for Medicaid or Medicare.

Failure to immediately notify the Town will subject the decedent's spouse and dependent(s) to loss of coverage and/or liability for costs incurred to the Town

This provision of the Collective Bargaining agreement is not subject to the grievance procedures contained in Article III of this Agreement.

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 and maintenance of work uniforms, to a maximum of \$1,500.00 for contract years 2021, 2022 & 2023 and \$1,650.00 for contract years 2024 & 2025. As part of this allowance, employees will purchase safety composite winter boots and safety composite shoes. Checks for reimbursement will be issued at 50% of the above annual amount in June and December of each year. Employees who leave employment after receiving the clothing allowance payment shall be deducted from their final paycheck on a prorated basis an amount of money equal to the proportion of the clothing allowance which would be applied to the period of time in the six-month period during which the employee did not work.

Clothing allowance will be paid after completion of 1st calendar year or next available pay out after 6 months, whichever is first (June & December). This allowance does not apply to Administrative Assistants.

- B. Rubber boots may be worn in snowstorms or other times of foul weather in the discretion of management.
- C. 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 as a consequence of such failure to appear in proper attire and with the appropriate safety equipment as determined by the Superintendent of Public Works.
- D. Continued violation of safety or uniform requirements may subject employees to disciplinary action.

- E. All employees shall be required to have their Town Identification visible when at work, including when working offsite.
- F. All summer and temporary employees will be issued all safety related equipment.
- G. With prior Supervisor approval of the use of personal (new & existing) tools and upon presentation of proof of loss and receipts for replacement, employees may be reimbursed up to \$700.00 for contract year 2021 and \$750.00 for contract years 2022, 2023, 2024 & 2025, for personal tools that break during the performance of employee's duties.

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, age, religion, nationality, ancestry, marital status, sexual orientation, familial status, nor shall any employee be subjected to sexual harassment, or discrimination based upon 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 shall provide reasonable bulletin board space for the posting of official Union notices.
- D. There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE XV – WAGES AND LONGEVITY

- A. All employees covered by this Agreement shall receive a wage increase of their annual base salary by:
- i. 3% or \$2,000.00, whichever is greater for each year throughout the term of this agreement.

All wage increases are retroactive back to January 1, 2021

- B. The increase set forth herein shall apply to all employees on the payroll as of December 31st of the year proceeding the year in which the wage increase is granted.
- C. Upon completion of 1st anniversary and through the completion of the 5th anniversary, Any new hire in the position of laborer/driver shall receive an additional \$1,000.00 per year. This paragraph C only applies to new hires in the position of laborer/driver.
- D. The Employer has affected a bi-weekly pay schedule for the employees of this bargaining unit.

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 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.
8. Employer may complete annual evaluations of each employee.

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 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 a flat rate of \$60.00 per year per member to Teamsters Local 11 Educational Program. 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. The Town will make payments on a monthly basis based on the number of members for that given month.

ARTICLE XIX – DURATION

- A. This Agreement shall become effective January 1, 2021 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, 2025.
- 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 sixty (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 sixty (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.

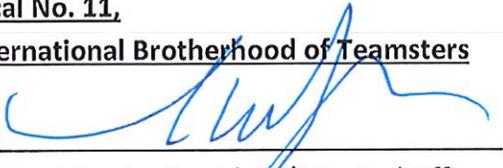
ARTICLE XX – SEVERABILITY

In the event any provisions, or compliance by the Town or the Union with any provisions in this Agreement shall constitute a violation of any law, then and in such event, such provisions, to the extent only that it is so in violation, shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and not affected.

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.

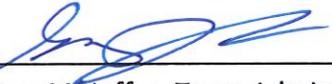
Local No. 11,

International Brotherhood of Teamsters

By: 
Michael Curcio, President/Principal Officer

Date: 5/24/22

Town of Secaucus

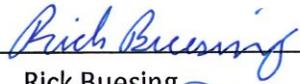
By: 
Gary M. Jeffas, Town Administrator

Date: 5/25/22

By: 
Maryann Tittle, BA/Secretary Treasurer

Committee:

By: 
Scott Petruzzello

By: 
Rick Buesing

By: 
Philip Taglieri

DPW Ranking File – Job Titles

Animal Control Officer
Assistant Carpenter
Bus Driver
Carpenter
Custodian
Electrician
Electrician Apprentice/Custodian
Fabricator/Welder
Housekeeping
Laborer/Driver
Laborer/Driver 2
Laborer/Driver – Welder
Laborer
Maintenance
Maintenance 2
Mechanic
Mechanic Assistant
Mechanic HVAC
Motor Pool Coordinator
Outside Services Coordinator
Plumber
Sign Technician

Salary ranges for all positions noted above or created at a later point in time shall be subject to the Town's salary ordinance.

