

AGREEMENT

Between

TOWN OF SECAUCUS

And

**LOCAL #911, INTERNATIONAL UNION OF PRODUCTION,
CLERICAL AND PUBLIC EMPLOYEES
(CLERICAL UNIT)**

January 1, 2004 - December 31, 2006

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE#</u>
	PREAMBLE	1
I	RECOGNITION	2
II	UNION SECURITY	3
III	GRIEVANCE PROCEDURE	8
IV	SENIORITY	12
V	HOURS OF WORK AND OVERTIME	16
VI	HOLIDAYS	18
VII	VACATIONS	20
VIII	LEAVES	22
IX	VETERAN'S RIGHTS AND BENEFITS	28
X	WELFARE AND PENSION BENEFITS	30
XI	DISCHARGE	31
XII	GENERAL	32
XIII	WAGES AND LONGEVITY	33
XIV	MANAGEMENT RIGHTS	35
XV	FULLY-BARGAINED PROVISIONS	37
XVI	EDUCATIONAL PROGRAMS	38
XVII	DURATION	39
	APPENDIX A - SALARY SCHEDULES	

i

PREAMBLE

THIS AGREEMENT is made and entered into as of this ____ day of January, 2004, between the TOWN OF SECAUCUS, hereinafter referred to as the "Employer," and LOCAL #911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL AND PUBLIC EMPLOYEES, a labor organization with its principal place of business at 660 Mantoloking Road, Brick, New Jersey, hereinafter referred to as the "Union."

WITNESSETH:

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

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

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

ARTICLE I
RECOGNITION

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

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

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

ARTICLE II
UNION SECURITY

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

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

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

Section 3. Check-Off of Union Dues.

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

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

Section 4. Representation Fee.

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

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

c. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount.

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

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


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

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

3. If an employee who is required to pay a representation fee terminates his/her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

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

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



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

7. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34: 13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not available, the Employer shall immediately cease making said deductions.

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

ARTICLE III
GRIEVANCE PROCEDURE

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

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

Section 3. Procedure.

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

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Department Head. The Department Head shall, within five (5) working days thereafter, give an oral or written decision on the grievance. If the grievance is unanswered by the Department Head within the time limits specified, it is assumed that the grievance is denied, and the Union has the absolute right to proceed to the next Step.

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

d. If the decision by the Town Administrator is unsatisfactory, the Union shall, within five (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 five (5) working days of such meeting.

e. In the event the grievance is not satisfactorily resolved by the above Steps, then both parties agree that within ten (10) calendar days, either party may request the Public Employment Relations Commission to appoint an arbitrator according to the rules and regulations of said Commission, who shall have the full power to hear and determine the dispute, and his decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

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

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

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

ARTICLE IVSENIORITY

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

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

Section 3. Probationary Period.

a. The first sixty (60) days of employment for all new employees shall be considered a probationary period. If the Employer requests an additional thirty (30) days, such additional period of probation shall be granted by the Union.

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

Section 4. Promotions and Vacancies.

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

b. In the event that the Town determines that a vacancy exists, or creates a new position within the unit, it shall post a notice of such new job or vacancy on the bulletin board for a period of fifteen (15) working days. Such notice shall contain a description of the job, the pay range, qualifications, when the job will be available, and to whom applications are to be submitted.

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

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

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

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

Section 5. Reduction in Force.

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

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

c. In the event of a reduction in the number of persons in a job classification, or of the abolition of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and secondly, into a classification carrying a lesser rate of pay, only if said employee is qualified to perform the duties, in the sole discretion of management, and is of greater seniority than the employee who would be bumped.

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

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

1. Resignation or termination of employment for cause.
2. Absence without notice or leave for five (5) consecutive days shall constitute a resignation.
3. Layoff of more than twelve (12) consecutive months.

ARTICLE VHOURS OF WORK AND OVERTIME

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

Section 2. Any work performed from thirty (30) to thirty-five (35) hours shall be compensated for at straight time.

Section 3. Any work performed after thirty-five (35) hours or more in any week shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay, provided that the employee has either worked or been on a paid leave status for the full scheduled work week.

Section 4. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1 1/2) times the regular hourly rate of pay, and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2) times the regular hourly rate of pay.

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

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

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

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

Section 9. Employees who work in the Court shall work their normal work week of thirty (30) hours, and for attendance at Court sessions in the evening shall receive a flat rate of \$83.26 per session effective January 1, 1998; \$88.26 per session effective January 1, 1999; and \$93.26 per session effective January 1, 2000. The term "session" as used herein shall include such preparatory time as may be necessary, both before and after the actual bench time of the Judge.

Section 10. Notwithstanding anything to the contrary set forth herein, any member of this unit assigned to work in the office of the D.P.W. shall work either a thirty (30) or a forty (40) hour week, in the discretion of the Town. Both the hourly rate and entitlement to overtime shall be based upon a forty (40) hour week for so long as the employee is so assigned.

ARTICLE VIHOLIDAYS

Section 1. During each year of this Agreement, the Employer agrees to grant all employees within the bargaining unit fourteen (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 Thanksgiving
Independence Day	Christmas Day

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

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

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

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right, upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday, and suffer no loss in pay.

ARTICLE VII

VACATIONS

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

a. From January 1, 2001 through December 31, 2003:

After completion of 1 year of service	7 working days
After completion of 2 years of service	12 working days
After completion of 5 years of service	13 working days
After completion of 6 years of service	14 working days
After completion of 7 years of service	15 working days
After completion of 8 years of service	16 working days
After completion of 9 years of service	18 working days
After completion of 19 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

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

Section 3. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations on the basis of department seniority of its employees.

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

Section 5. Any employee may carry over up to two (2) weeks vacation for one (1) year only. Any such vacation not taken in the second year shall be lost. Accumulation shall be for one year only, and the entire carried-over period in addition to the current vacation must be taken in the second year. However, if, at the request of the Employer, an employee is denied the ability to utilize vacation time for 24 months, then in that event only, the employee will be paid in cash for the vacation time so denied.

ARTICLE VIIILEAVESSection 1. Leave of Absence Without Pay.

a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding thirty (30) days without loss of seniority rights. Extensions for such leave may be granted for an additional 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.

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

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons, when the leave is desired, and the expected return to duty date. Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer.

d. While on unpaid leave status, no seniority shall accrue, nor shall any employee be entitled to benefits under this Agreement. An employee may, however, make appropriate arrangements to repay health insurance premiums for the time of such leave.

e. If requested, a leave of absence for child rearing purposes will be granted for a period not to exceed one year.

Section 2. Paid Sick Leave.

A. Service Credit for Sick Leave.

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

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

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (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.

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

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

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor shall be notified prior to the employee's starting time.

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

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

c. 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.

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive work days 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 indicate the nature of the illness, the extent to which it incapacitates the employee, the diagnosis and prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the Town may require the employee to be examined by the Town's physician.

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

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

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

5. In the event of an on-the-job injury, for the first 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 worker's 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.

Section 3. Bereavement Leave Pay.

a. Employees shall be granted three (3) days off with pay at the employee's straight time rate in the event of the death of an employee's spouse, child, step-child, or any other member of the immediate family, defined as parent, parent-in-law, sister, brother, sister/brother in law, grandparents, grandchild, or any other member of the employee's household who resides with that employee. The Employer reserves the right to verify the legal relationship of a family member of the employee.

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

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

Section 5. Personal Day. Each employee shall be entitled to use two (2) personal days with no loss of pay. The personal days provided for herein shall not be accumulative. The employee shall provide at least seven (7) days' notice of intended use of the personal day, except in the event of an emergency. Personal days may not be used contiguous to any holidays.

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

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

ARTICLE IXVETERAN'S RIGHTS AND BENEFITS

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

Section 2. Such reinstatement of veterans shall be upon application therefor made within 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.

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

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

ARTICLE X

WELFARE AND PENSION BENEFITS

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

- a. Oxford Health Plans / Freedom Municipality Plan
- b. Major Medical insurance.
- c. Dental insurance.
- d. Temporary Disability insurance.

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

Section 2. Effective July 1, 1994, newly hired employees will 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 above the single premium. The difference in payment is not to exceed 3.4% of increased cost for family coverage.

Section 3. The Town reserves the right to change insurance carriers so long as substantially similar benefits are provided

Section 4. According to the eyeglass policy members of the bargaining unit may receive up to \$150.00 per year but must submit a bill for payment.

Section 5. In the event the Town increases the current insurance program for other municipal employees during the term of this Agreement, similar increases and benefits shall be provided to members of this unit.

Section 6. Employees shall notify the town of any change in marital or parental status within ten (10) days of such change.

Section 7. Employees on temporary disability leave shall be entitled to health insurance coverage in accordance with the municipal resolution of January 23, 1990.

Section 8. All employees will have an option to opt out of health insurance coverage on or before January 1st of each year in exchange for a lump sum payment of \$1,000. If, however, at any time during the year in which the employee has chosen to opt out, that employee wishes to resume the coverage, the \$1,000 payment must be returned in full.

Section 9. Members of Local 911 family insurance coverage will include children up to the age of twenty-three (23).

ARTICLE XIDISCHARGE

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

ARTICLE XIIGENERAL

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

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

Section 3. Employees regularly scheduled to work twenty (20) or more hours per week shall receive all benefits on a pro-rated basis.

ARTICLE XIIIWAGES

Section 1. All employees covered by this Agreement shall receive the following wage increase:

2004 - 3.4% or \$1200.00 whichever is greater

2005 - 3.4% or \$1200.00 whichever is greater

2006 - 3.4% or \$1200.00 whichever is greater

added to their annual base salary.

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

ARTICLE XIV
MANAGEMENT RIGHTS

Section 1.

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

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

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

3. To promote from within whenever possible;

4. To post jobs for 15 days on the bulletin board PLUS send a copy to the shop steward and allow leeway for fast track;

5. To maintain the efficiency of Town operations;

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

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

8. To schedule employee hours;
9. To take disciplinary action.

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

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

ARTICLE XVFULLY-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 XVIEDUCATIONAL PROGRAMS

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

ARTICLE XVII

DURATION

This Agreement shall become effective January 1, 2004 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, 2006.

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.

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

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

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

TOWN OF BECAUCUS

BY: James M. [Signature]

BY: [Signature]

Barbara A. [Signature]

[Signature]

APPENDIX A
SALARY SCHEDULES

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Zografo Ballas	24,200	25,400	26,600
Barbara Baer	19,200	20,400	21,600
Marietta Dargan	24,200	25,400	26,600
Donna Davis	49,208	50,881	52,611
Marie Eck	34,200	35,400	36,604
Theresa Esposito	33,924	35,124	36,324
Cecelia Formisano	29,680	30,880	32,080
Maryann Formisano	26,200	27,400	28,600
Barbara Gonzalez	19,200	20,400	21,600
Shirley Grenz	29,562	30,762	31,962
Mary Hamel	24,680	25,880	27,080
Marie Hatton	32,258	33,458	34,658
Patt Jakubowski	29,200	30,400	31,600
Frances Jodice	19,200	20,400	21,600
Sandra Kickey	30,524	31,724	32,924
Kay Koop	33,022	34,222	35,422
Rosemarie Mansfield	38,635	39,949	41,307
Michael Mercurio	36,246	37,478	38,753
Ibis Pellot	20,304	21,504	22,704
Donna Roerty	19,200	20,400	21,600
Linda Seufert	40,207	41,574	42,988
Jane Spero	19,200	20,400	21,600
Anna Territola	33,046	34,246	35,446
Debbie Thompson	19,200	20,400	21,600
Barbara Warth	19,200	20,400	21,600
Shirley Wolf	31,907	33,107	34,307