

AGREEMENT

BETWEEN

TOWN OF SECAUCUS

and

SECAUCUS PUBLIC EMPLOYEES ASSN.

1993-1996

PREAMBLE

THIS AGREEMENT is made and entered into as of this _____ day of _____, 1994 by and between the TOWN OF SECAUCUS, hereinafter referred to as the "Town", and the SECAUCUS PUBLIC EMPLOYEES ASSOCIATION, SECAUCUS DEPARTMENT HEADS UNIT, hereinafter referred to as the "Union", and reflects the complete and final understanding on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I
RECOGNITION

A. The Town recognizes the Union as the exclusive collective bargaining agent for the purpose of collective negotiation with respect to the negotiable terms and conditions of employment for the enumerated Department Heads, Town of Secaucus, Hudson County, New Jersey. Attached hereto as Appendix A is a list of all titles covered by this Agreement.

B. Whenever the term "employee" or "employees" is used herein it shall be construed to mean those employees covered by this Agreement.

C. There shall be no discrimination, interference, or coercion by the Town or the Union or any of their agents against employees in the unit because of membership or activity in the Union or refusal to participate in such membership or activities. Neither the Town nor the Union shall discriminate against any employee because of race, creed, color, age, sex, orientation of affection or national origin, as defined by law.

D. Determination of inclusion or exclusion in the Union of any new titles shall be determined by mutual agreement between the Town and the Union in accordance with law.

ARTICLE II
DUES CHECK-OFF

A. The Town agrees to deduct one-half of one percent from the base salaries of its employees subject to this Agreement for the Union dues. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with the records of any collection, shall be transmitted to the Union office following the monthly pay period in which the deductions are made. If during the life of the Agreement there shall be any change in the rate of its membership dues, the Union shall furnish to the Town written notice prior to the effective date of such change. The union will provide the necessary check-off authorization forms and deliver the signed forms to the Town Administrator's office. The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Town in accordance with the instructions of the Union pursuant to this Article.

ARTICLE III
UNION REPRESENTATIVES

A. The Town recognizes the right of the Union to designate two (2) representatives for the enforcement of this Agreement. The Union shall furnish the Town in writing the name of the representative and notify the Town of any changes.

B. The authority of the representative so designated by the Union shall encompass the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement; and

2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

C. One (1) designated Union representative shall be granted time off with pay during work hours to attend mutually scheduled meetings and conferences on grievances with non-unit Town Officials, provided prior arrangements are made with the Town Administrator or designated representative.

D. No Union meeting shall be held on Town time or use Town facilities unless specifically authorized by the Town. The Town agrees to provide a meeting facility after working hours at least once a month (if requested), provided arrangements are made in advance and rooms are available, and the Union pays all costs incidental to such use.

ARTICLE IV
MANAGEMENT RIGHTS

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

To the executive management and administrative control of the Town Government and its properties and facilities and the activities of its employees;

To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

To take any permissible disciplinary action for good and just cause according to law.

The reasonable exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that those terms are in conformance with the Constitution of laws of New Jersey, including Chapter 123 of the Laws of 1975, and of the United States.

ARTICLE V
NEGOTIATIONS PROCEDURE

A. The Town and the Union agree to enter into negotiations over the successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Union agrees to present to the Town its proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were or could have been brought to the bargaining table. Such Agreement shall apply to all members of the bargaining unit, shall be reduced in writing, and, after ratification by the Town, be signed by all parties.

B. Neither party in any negotiation shall have control over the selection of the negotiations representatives of the other. The parties mutually pledge their representatives shall be clothed with all necessary power to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

C. In the event any negotiating meetings are mutually scheduled during any part of the working day, employees of the Town may be designated by the Union to participate in such negotiating meetings. Up to a maximum of two (2) will be excused from their job assignments by the Town.

D. During its term, this Agreement shall not be modified in whole or in part by the parties except by mutual agreement to reopen for negotiations and by a written amendment duly executed by both parties.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment of employees covered herein and to resolve grievances as soon as possible to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms and conditions set forth in this Agreement, Town policies, or administrative decisions concerning terms and conditions of employment, and may be raised by the Association or any individual employee.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

1. A grievance shall be instituted by its submission in writing to the Town Administrator within five (5) working days of its occurrence by the aggrieved employee or his shop steward. The submission shall be in writing and contain the description of the matter being grieved and reference to the section or sections of the Labor Agreement alleged to have been violated, if any. The Town Administrator shall have ten (10) working days from receipt of the grievance to respond in writing to the employee or the shop steward.

2. If the grievance has been denied at Step 1, or the Town Administrator has not responded, then within five (5) days from the date of the response of the Town Administrator, or the date on which such response should have been forthcoming, the employee or the shop steward shall forward the written grievance, together with all previous responses, to the Mayor and Council for their consideration. The Mayor and Council shall have ten (10) days following their next scheduled public meeting in which to respond to the grievance submitted.

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

E. Failure to initiate a grievance by an employee or the Union within the time limit specific herein, or failure to move any grievance to the next step within the time limits set forth herein, shall constitute a waiver of that grievance and of the right to pursue the grievance to further steps.

ARTICLE VII

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged, suspended or reprimanded without just cause. The non-renewal or dismissal of a non-tenured employee in positions in which tenure is achievable shall not constitute a disciplinary action under this Article. The Town shall notify the Union at the time disciplinary action is taken.

B. A grievance by an employee claiming that he may have been unjustly discharged or suspended must be submitted in accordance with the grievance procedure outlined in Article VI.

C. Nothing in this Article shall be construed to supersede or replace any rights, protections or benefits regarding tenure, pay or dismissal currently established under State law or municipal ordinance, including specifically the right of the Mayor and Council to appoint, reappoint, or refuse to reappoint any member of this bargaining unit. Any such action shall be taken in the sole and exclusive discretion of the governing body and shall not be subject to the grievance procedure.

ARTICLE VII

TENURE

A. Tenure shall be available only to such positions within this unit as are eligible under law, and then shall be earned only in direct compliance with such authorizing statutes.

ARTICLE IX

WORK HOURS

A. As executive or administrative employees of the Town, it is understood that the work obligations of members of this bargaining unit are not measured by the routine office hours maintained by subordinates, but rather by the necessity of fulfilling the task and work assignments which are from time to time assigned by the governing body. Thus, while minimal hourly requirements are those required to maintain appropriate supervision during the routine office hours of the thirty-hour work week, 9:00 a.m. to 4:00 p.m., Monday - Friday, with the exception of the Department of Public Works Superintendent who shall work a forty-hour week, 7:00 a.m. to 4:00 p.m., Monday - Friday, the actual work hours will be determined by what is needed to fulfill the obligations and duties of the position.

ARTICLE X

HOLIDAYS

A. During each year of this Agreement, the Town 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.

B. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the preceding or the day following such holiday, as designated by the Town.

C. To be eligible for holiday pay, an employee must work the regularly scheduled day before and after the holiday.

D. 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 XI

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.

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

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

C. The vacation schedule shall be sent to each employee to select their vacation period.

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

E. Effective January 3, 1995, 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 (1) year only, and the entire carried over period, in addition to the current vacation, must be taken in the second year.

ARTICLE XII

LEAVES

A. Leave of Absence Without Pay.

1. Upon making timely application, employees may apply to the Town 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.

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

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

a. Any employee leaving a position prior to receiving such written authorization by the Town Administrator shall be deemed to have left such position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Town.

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.

B. Paid Sick Leave.

1. Service Credit for Sick Leave.

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

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

2. Amount of Sick Leave.

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

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

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

3. Reporting of Absence on Sick Leave.

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

b. Failure to so notify the Administrator may be cause for 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 Administrator 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 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 denial of the use of paid sick leave and disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitates the employee, the diagnosis and prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the Town may require the employee to be examined by the Town's physician.

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

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

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

e. In the event of an on-the-job injury, for the first 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 Town 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.

C. Bereavement Leave Pay.

1. 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 or child or any other member of the immediate family, defined as parent, parent-in-law, sister, brother, grandparents, step-children, or any other relative who resides with that employee. The Town reserves the right to verify the legal relationship of a family member of the employee.

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

D. Jury Duty.

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

E. The parties acknowledge the right of the Town to require a physical or psychological examination of any employee at any time, provided the Town assumes any cost not covered by the

health insurance program. This shall include drug and alcohol abuse procedures.

F. Personal Day.

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

G. Family Leave.

Leave of absence shall be granted without pay in accordance with state and federal laws.

ARTICLE XIII

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 Town to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans 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 Town agrees to allow the necessary time for any employee in the Military 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 his/her regular daily rate of pay for scheduled working time lost.

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

ARTICLE XIV

WELFARE AND PENSION BENEFITS

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

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

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

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

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

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

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

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

G. Employees retiring after 20 years of service shall receive continued medical insurance in accordance with the resolution of the Mayor and Council adopted May 23, 1978.

H. Legal representation shall be provided to employees as proscribed in New Jersey Statutes in the event of job-related litigation.

ARTICLE XV

WAGES AND LONGEVITY

A. The wages of employees covered by this Agreement shall be as follows:

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
Court Administrator	57,803	60,115	62,520	65,021
Supt. Dept. Public Works	75,877	78,912	82,069	85,352
Social Services Director	54,680	56,867	59,142	61,507
Construction Official	57,848	60,162	62,568	65,071
Purchasing Agent	48,386	50,321	52,334	54,427
Tax Assessor	80,211	83,419	86,756	90,226
Tax Collector	47,126	49,011	50,971	53,010
Communications Director	40,132	41,738	43,407	45,144
Fire Safety Official	45,724	47,553	49,455	51,433

B. It should be noted that longevity was adjusted by one additional step for those who achieved a change in longevity steps by January 1, 1995, rolled in and frozen for existing employees retroactive to January 1, 1993. New employees shall not be entitled to longevity pay.

ARTICLE XVI

PROBATION

A. All new employees who are not transferred from another department head position will be regarded as probationary for the first six (6) months of appointment, and may be terminated with no resort to the grievance procedure.

ARTICLE XVII

SEPARABILITY AND SAVINGS

A. 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.

ARTICLE XVIII

NO STRIKE OR LOCKOUT

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Town. The Union agrees that any such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout or job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article VI.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Town.

D. The Town agrees that it will refrain from locking out its employees from any threat thereof.

ARTICLE XIX

GENERAL

A. It is agreed that the parties hereto will continue their practice of non-discrimination (sexual harassment and other forms of discrimination) against any employee because of race, color, creed, age, religion, nationality, ancestry, martial status, sexual orientation, or sex, mental or physical disability, veteran status or familial status, and further that no employee shall be discriminated against because of legal Union activities.

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

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

D. The Superintendent of Public Works shall receive a clothing allowance (maintenance and purchase) and meal period supplements with those rates and procedures established in the blue collar unit contract.

E. Nothing in this Agreement shall prohibit a Department Head from meeting with the Mayor and Council to discuss the operation of their department, staffing, and other matters not related to their level of compensation, as set forth in this Agreement.

ARTICLE XX

FULL-BARGAINED PROVISION

This Agreement represent 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 XI

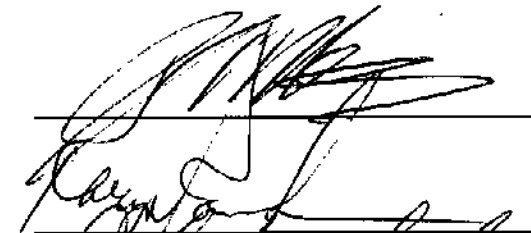
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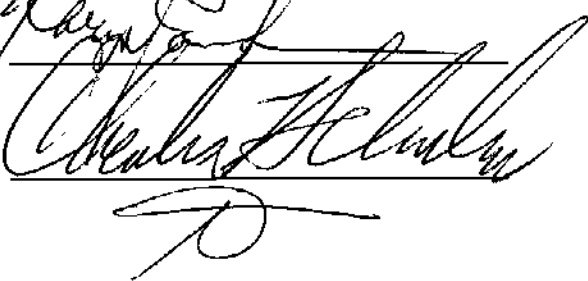
A. This Agreement shall become effective upon the date of execution of this Agreement and shall continue in full force and effect until December 31, 1996.

B. 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, 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, but in the event of delay in reaching a new agreement, this contract will continue in effect subject to the conclusion of negotiations.

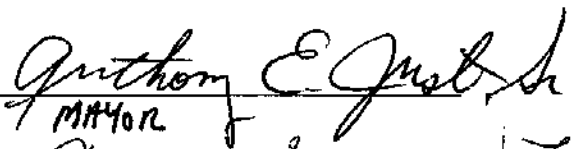
IN WITNESS WHEREOF, the parties hereto have cause these presents to be signed by their duly authorized officers the day and year first above written.

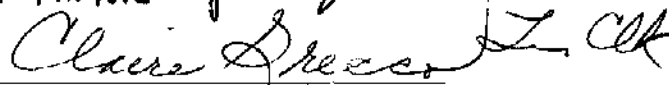
SECAUCUS PUBLIC EMPLOYEES
ASSOCIATION





TOWN OF SECAUCUS



MAYOR


ATTEST:

APPENDIX A

INCLUDED JOB TITLES/EMPLOYEES

Communication Director

Construction Official

Court Administrator

Director of Social Services

Public Works Director

Purchasing Agent

Tax Collector

Uniform Fire Safety Officer

Tax Assessor