

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOROUGH OF STANHOPE**

**AND**

**OPEIU Local 32**

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JANUARY 1, 2011 through DECEMBER 31, 2012

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## PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Borough of Stanhope, a municipal corporation located in the County of Sussex and the State of New Jersey, hereinafter referred to as "the Borough" or "Employer", and the OPEIU Local 32, being an association of all the blue collar employees, which are affected by this agreement, which said collective body is hereinafter referred to as the "Union".

WITNESSETH that:

### SECTION I - Term and Renewal.

The term of this agreement shall be for the period January 1, 2011 through December 31, 2012 and from year to year thereafter, subject to written notice from either party to the other of the desire to change or amend this agreement. To be effective, such written notice must be received by the other party no later than one hundred thirty-five (135) days prior to the Borough's statutory budget submission date. The foregoing is derived from the Public Employment Relations Commission Regulations. In the event the applicable statute and/or regulations change, this Section shall be deemed to have been amended to conform with same.

In the event that written notification has been received and no agreement has been reached by the end of the term of this agreement, the provisions then in effect shall remain in full force until a subsequent agreement is legally adopted.

### SECTION II - Recognition/Applicability

The Borough hereby recognizes the Union as the exclusive bargaining representative of the employees in the negotiating unit of blue collar employees employed by the Borough and all employees working under such additional or different titles generally considered to be blue collar in nature which may be added during the term of this Agreement.

For the purposes of this Agreement, the term "Employee" shall be defined as a blue collar

employee employed on a permanent basis. Temporary personnel are expressly excluded. Permanent part-time personnel are entitled to only a proportionate share of vacation and sick leave based upon their hours of work as a percentage of full-time employees' hours; and they shall not be entitled to health or dental insurance or vision care.

### SECTION III - Salaries.

The base annual salaries of all employees covered herein shall be as set forth in Appendix "A" hereof, and in accordance with the 2011 and 2012 salary ordinances. Payment in accordance with the rates therein shall begin in a pay period as soon as possible following final adoption of the budget, and shall be retroactive to the beginning of the pertinent calendar year.

### SECTION IV - Working Hours.

The regular work week shall be and is hereby defined as five (5) consecutive workdays, Monday through Friday. In accordance with New Jersey labor law, employees shall be entitled to one unpaid thirty (30) minute period for lunch; and shall also be entitled to one fifteen (15) minute break sometime between the start of the workday and the lunch period, and a second such fifteen (15) minute break sometime between the lunch period and the end of the workday. The time for lunch and for 15-minute breaks shall be determined by the Public Works Superintendent, or as he shall so delegate.

Every employee will be paid a meal allowance for every four (4) hours of consecutive overtime in the amount of \$7.00 per meal (type of meal to be determined by the employee).

### SECTION V - Overtime.

- a. Should it become necessary for an employee to work over eight (8) hours within a regular workday, he shall be compensated for each hour in excess thereof at the rate of time and one-half.
- b. Employees called in to duty by the Superintendent or his authorized

representative after regular working hours shall be paid for at least two (2) hours at the appropriate overtime rate.

c. Hours worked on a holiday or Sunday shall be compensated at double the regular hourly rate.

d. All overtime provisions shall be subject to the requirements of the Federal Fair Labor Standards Act and any applicable U.S. Department of Labor administrative regulations.

e. All overtime must be expressly approved by the Superintendent of the Stanhope Public Works Department or his designee.

#### SECTION VI - Seniority.

Seniority shall be calculated based upon an employee's length of continuous service with the Borough of Stanhope, in accordance with Civil Service regulation N.J.A.C. 4A:9-1, et seq., and it shall be considered in cases of promotion, demotion, layoff and recall.

#### SECTION VII - Longevity.

Eligible employees shall receive a salary supplement annually based on years of service according to the following schedule:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
0-3	0.00
4-7	.93
8-12	1.85
13 and over	2.80

With respect to John Borum, there shall be a one-time only bump in salary to the rate of \$19.15 per hour retroactive to January 1, 2007 to resolve any and all previous claims on longevity payments. Employees hired after January 1, 2004 shall not be subject to the longevity provision. For those employees eligible for Longevity, John Borum, this supplement shall not be

incorporated into the employee's base salary.

The annual longevity payment shall be provided at the rate of percent of base salary and shall be computed on a pro rata basis according to the employee's anniversary date.

SECTION VIII - Vacation Leave.

Paid vacation leave shall be accrued according to the following schedule:

a. Upon appointment, newly hired employees will be credited with one (1) day of vacation leave for the initial month of employment if they begin work on the first through the eighth day of the calendar month and one-half (1/2) day if they begin on the ninth through the 23<sup>rd</sup> day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) day of vacation leave for each month of service. Thereafter, employees shall be credited with vacation leave as follows:

- 1) Twelve (12) days per year from the beginning of the first full calendar year of employment and up to seven calendar years of continuous service.
- 2) Fifteen (15) days per year after the completion of seven (7) calendar years and up to fifteen (15) calendar years of continuous service.
- 3) Twenty (20) days per year after the completion of fifteen (15) calendar years of continuous service and thereafter.

Vacation request of one (1) week or more shall be submitted by March 15 of each year and answered by April 1. Requests for less than five (5) days shall be submitted at least forty-eight (48) hours in advance, and answered within forty-eight (48) hours. Vacation selection and approval shall be determined by seniority where there is a conflict between employees. Requests will not unreasonably be denied, including request to use vacation for emergent circumstances. Requests shall be in writing.

All vacation leaves must receive the prior approval of the Superintendent of Public Works. No more than one year's compliment of vacation leave may be carried forward into the following calendar year; all time in excess thereof shall be forfeited.

SECTION IX - Holidays.

- a. Employees shall receive thirteen (13) paid one-day holidays per year as follows:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Eve  
Christmas Day

b. Holidays that fall on a Saturday shall be observed on the preceding Friday; and likewise, holidays that fall on a Sunday shall be observed on the following Monday. If the first day of a two-day holiday falls on a Sunday, it shall be observed on the preceding Friday; and if the second day of a two-day holiday falls on a Saturday, it shall be observed on the following Monday.

c. Holiday time is not cumulative; that is, it may not be carried over into a subsequent year.

SECTION X - Temporary Appointment.

Employees appointed to a higher grade by reason of action of the Borough Council shall receive compensation commensurate therewith for only the period of said appointment.

SECTION XI - Sick Leave.

a. Employees shall be entitled to paid sick leave at the rate of fifteen (15) days per year, to be accumulated with no limit thereto. The Borough may require proof of illness when the Borough feels there is excessive use of sick time, or there are apparent patterns of absenteeism or abuse; and will require same after any five consecutive day period.

b. Employees upon retirement after ten (10) years of service, having reached the age of 55 shall be paid 20% of their accumulated sick leave at the current rate of pay not to exceed \$15,000.

c. An employee taking sick leave shall telephone the DPW office telephone number to be designated by the Superintendent each day of the absence by no later than 6:00 a.m.

#### SECTION XII - Unpaid Leaves of Absence

Permanent employees may be granted a leave of absence without pay with the approval of the Mayor and Council for a period of up to six (6) months which may be extended up to a maximum of one (1) year. Each case is considered on its own merit and does not set precedent for future cases.

An employee on a leave of absence will not be entitled to any benefits during the term of the leave. Employees on leaves of absence without pay shall cease to accrue sick leave, vacation time and any seniority or expansion of benefits thereon.

#### SECTION XIII - Job Related Injury.

Any employee who is unable to work due to a job related injury, as determined by a physician selected by the Borough, and for which a compensation report has been duly submitted by the employee to the Borough, will not have time deducted for same from his accumulated sick leave.

An employee who is on Workers Compensation shall notify DPW at least once a week of his current status and anticipated length of absence.



SECTION XIV - Basic Uniform Issue.

a. Items so indicated (\*) shall be supplied to each employee upon hiring and annually thereafter. All other items shall be supplied upon hiring, and as needed thereafter:

- 5 - shirts \*
- 3 - t-shirts \*
- 3 - sweatshirts \*
- 5 - pairs of pants \*
- 1 - jacket
- 2 - pairs steel-toed boots \*
- 1 - set of enhanced foul-weather gear
- 1 - set of coveralls

b. Personal items, such as dentures or spectacles, which are damaged during the course of work and due to no negligence on the part of the employee, shall be replaced at the Borough's expense.

SECTION XV - Bereavement Leave.

In case of death in the employee's immediate family, as defined below, the employee shall be granted a paid leave of absence of three (3) workdays, including the day of the funeral. Additional bereavement leave may be granted if deemed necessary, but shall be charged as vacation time, sick leave or time off without pay, at the employee's discretion.

Immediate Family: Spouse, child, legal ward, grandchild, foster child, parent, legal guardian, grandparent, sibling, father or mother in-law, and other relatives living within the employee's household.

SECTION XVI - Personal Leave

Each employee shall be entitled to two (2) days of personal leave each year, beginning in 2007, said leave to be non-cumulative from year to year. Beginning in 1999, employees who have used 5 or fewer days of sick leave in the preceding year shall be entitled to an additional day - or a total of three (3) days - of personal leave per year, said leave to be non-cumulative from year to year.

SECTION XVII - Union Business.

- a. The Union shall appoint a shop steward who shall be charged with the responsibility in handling union affairs under this agreement.
- b. The Union shall have the right to represent individual employees through all stages of the grievance procedure by its officers, agents or shop steward(s).
- c. The Shop Steward or other blue collar employee so charged with the responsibility of negotiating terms of this or subsequent agreements or representing an employee covered by this agreement during the grievance procedure shall be permitted to do so during working hours without penalty or loss of pay.
- d. Visits by union staff or such other union business not directly involving the Borough or its representatives shall not be conducted before 3 p.m. and only after advance notice to the DPW Superintendent and his approval.

SECTION XVIII - Insurance.

a. The Borough shall provide for all employees, at its expense, a hospitalization and major medical insurance plan, including dependent coverage, through the New Jersey State Health Benefits Plan or an equivalent plan. Effective January 1, 2011, if an employee selects any one of the available health plans other than the Direct 15 Plan offered by the New Jersey State Health Benefits Plan, he or she must pay the difference in premium cost above the premiums cost for the Direct 15 Plan. Any employee who currently has a different plan will be grandfathered until January 1, 2012.

Effective January 1, 2011, any new hire will be entitled to a single coverage health plan only. The employee will be permitted to pay the difference in the cost of the premium in order to have parent/child, spouse or family coverage.

b. The Borough and the Union agree that this provision of the contract can reopen for future discussions. The Borough is exploring change in coverage to be equal or better including possible dependent co-pay. The Borough reserves the right to change health insurance

carriers and plans.

c. The Borough shall provide at its own expense a dental plan for all employees. Beginning on or about July 15, 2011 the Borough shall provide dental insurance through the State D.M.O. plan for all employees. The Borough will pay a maximum of \$40.58 per month towards the premium cost for the dental plan selected by the employee. The employee will be responsible for all premium costs above \$40.58 per month.

d. The Borough will reimburse each employee for the cost of eyeglass repair and/or replacement, or examinations therefor, up to but not exceeding \$175.00 in any one calendar year. This plan shall apply to any dependents.

#### SECTION XIX - Bulletin Board.

The Borough shall designate a space in a location on premises that will not be disruptive, yet is convenient for use by the Union to display information pertinent to Union business. Said bulletin board shall not be used in any way that is derogatory or counterproductive to the Borough's purposes. Use of the bulletin board shall be subject to the approval of the Superintendent of Public Works, but shall not be unreasonably withheld

#### SECTION XX - Legal Counsel.

Whenever required, the Borough shall provide legal counsel for affected employees in accordance with New Jersey statutory provisions.

#### SECTION XXI - Management Rights.

a. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and invested 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:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

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

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to the law.

b. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules or regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

c. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities or authority under R.S. 40A or R.S. 11 or other national, state, county or local laws or ordinances.

#### SECTION XXII - No Strike Pledge.

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, condone 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, or walkout. The Union agrees that such action would constitute a material breach of the Agreement.

b. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee may be grounds for disciplinary action which may include suspension or termination.

c. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, work stoppage, slowdown, walkout or other job action, and make reasonable efforts to prevent such illegal action.

d. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union, its members, or any person acting on its behalf.

#### SECTION XXIII - Agency Shop.

a. If an employee does not become a member of the Union during any membership year (January 1 - December 31) which is covered in whole or in part by this Agreement, said employee shall be required to pay a representative fee to the OPEIU Local 32 for that membership year. The purpose of this fee shall be to offset the employee's per capita cost of services rendered by the OPEIU Local 32 as majority representative. Said fee shall be equal to eighty-five percent (85%) of normal membership dues, initiation fees, and assessments charged by the OPEIU to its own members in a given year.

b. The OPEIU shall indemnify, defend, and save the Borough 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 Borough in the fulfillment of its obligations under this section.

#### SECTION XXIV - Payroll Deduction.

Employees covered by this agreement shall have deducted from their paychecks the amount necessary to cover the cost of their union membership dues, and those employees who elect not to be members of the union shall have deducted from their paychecks an amount equal to eighty-five (85) percent of union membership dues. Said dues shall be periodically remitted to the union following submission to the employer by the Union of an authorization signed by the

employee permitting the deduction.

SECTION XXV - Fully Bargained Provision.

a. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Borough and the OPEIU, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

b. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION XXVI - Grievance Procedure.

a. Definitions:

1. A "grievance" is a claim by an employee, the Borough Administrator, or the Superintendent of Public Works based on the interpretation, application or violation of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any other person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Employee" or "Public Works Employee" is a full time employee in the Stanhope Public Works Department.

b. The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may arise from time to time. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at all levels of the procedure.

c. Grievance. Should any dispute or difference arise between the Borough and the Union or its members as to the application or operation of any provision of this Agreement, both parties shall endeavor to solve same in the simplest and most direct manner. The procedure shall be as follows unless mutually agreed otherwise in writing by both parties:

1. Within ten (10) days of the event giving rise to the grievance, the employee or representative shall submit to the DPW Superintendent a written statement reciting the facts of the grievance, identifying the contract provision allegedly violated and the remedy sought. A meeting shall promptly occur between the aggrieved party and the Borough representative (Superintendent of Public Works) to try to reach a solution at the lowest possible level. The Superintendent shall give a written response within five (5) days after the meeting.

2. If the grievance is not settled at the first step, the aggrieved party may petition in writing for the second step within ten (10) days after receipt of the Superintendent's response. This meeting will then be scheduled within five (5) working days of receipt of the requesting petition or as may be mutually agreed. This second meeting will include the aggrieved party and/or his representative, the Superintendent of Public Works, Borough Administrator and, if they so choose, their respective legal counsel. The Borough's answer shall be sent in writing to the parties within ten (10) working days of the meeting.

3. If the Union is not satisfied with the handling or the result of the second level response, it may within fifteen (15) days notify the Borough that it wishes for the

matter to be forwarded to arbitration.

a. Within fifteen (15) days of such written notice of submission to arbitration, the Borough Administrator and the aggrieved party's representative shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Commission in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the Borough and the Union and hold hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from or modify this Agreement. The arbitrator's decision shall be without power or authority to make any decision that requires the commission of an act prohibited by or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Administrator and the representative and shall be binding on the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and cost of the hearing room shall be borne equally by the Borough and the representative. Any other expenses shall be paid by the party incurring same.



A. In a twelve month period, an employee may accumulate up to a maximum of 40 hours comp. time. At the end of the twelve month period, whatever comp time remains in the bank is forfeited. Comp. time taken during the twelve month period counts against the 40 hour maximum. In order to take comp. time, the employee must submit a written request sufficiently in advance. The two (2) hour call in minimum will not accrue towards comp. time.

B. Effective on January 1, 2004, the Borough shall reimburse employees for the renewal cost of Commercial Drivers License (CDL).

C. Tuition

(1) Credits.

For each pertinent college level or public works related course with a grade of "C" or better, an employee shall receive an addition to his annual salary of twenty-five (\$25.00) per course for a period not to exceed five (5) years. NO compensation shall be granted for any coursework completed with a grade of less than "C". NOTE: Exclusion is for required or suggested employment safety courses/seminars.

(2) Tuition Reimbursement

All requests for tuition, either college or public works related courses must be submitted in writing to the Department for review and consideration before January 1. When the Department Head has approved the course, the Borough will reimburse the employee 50% of tuition costs only after the Department Head has received the employee's Passing Course Certificate or school transcript. Borough will only reimburse for grade "C" or better. Upon completion of the Degree, the Borough will reimburse the employee the balance of tuition costs.

Department Head will encumber Department Funds to reimburse employee via Borough Requisition. Payment will be itemized on the next available Bill List approved by the Governing Body.

Reimbursement Schedule is as Follows:

- Associate Degree: Up to five (5) years to attain degree.
- Bachelor's Degree: Up to 10 years to attain degree.
- Graduate Degree: Up to six (6) years to attain degree.

The Borough shall post courses and seminars for employee information and participation.

- (3) Non-public works/job related courses shall be reimbursed at 50% of the cost subject to paragraph E, Subparagraphs (1) and (2) above.

#### SECTION XXVIII – Maintenance of Benefits.

Except as otherwise provided in this Agreement, all terms and conditions of employment as established by extant law, rules, regulations or other formal policy applicable to employees covered by this Agreement as of the signing hereof shall continue in full force and effect during the term of this Agreement.

#### SECTION XXIX - Severability.

If any provision of the Agreement or application thereof to any employee or group of employees is held to be invalid by operation of the law or by a court or other tribunal of competent jurisdiction, such provision or application shall be inoperative, but all other provisions and applications shall not be affected thereby and shall continue in full force and effect.

Stanhope Public Works Contract: 2011-2012

Signature page

Attest:

BOROUGH OF STANHOPE

\_\_\_\_\_  
Diana M. Kuncken, Mayor

\_\_\_\_\_  
, Borough Administrator

\_\_\_\_\_  
Chair, Public Works Committee

Attest:

OPEIU Local 32

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Representative

**Appendix A**

Salary Guide

Salary increases shall be as follows:

Effective July 1, 2011 there will be a 1% increase to the base for the title of laborer  
Effective January 1, 2012 there will be a 1% increase to the base for the title of laborer.  
and the resultant salaries shall be in accordance with following guide:

<u>Position*</u>	<u>Jan. 1, 2011</u>	<u>July 1, 2011</u>	<u>Jan. 1 2012</u>
Public Works Repairer	41,838	41,838	41,838
Public Works Laborer	37,890	38,269	38,652

\*John Borum's Salary will be set at \$3,211 above the salary listed in the salary guide for whichever title he holds.