

AGREEMENT

Between

Borough of Hopatcong

and

Morris Council 6

Representing the White Collar Unit

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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Whenever the steward or alternate or any employee in the bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance procedures, conferences or meetings, the steward, alternate or employee shall suffer no loss of pay.

ARTICLE III

EQUAL SHARE

The employer hereby agrees to deduct from the wages of employees the dues uniformly requested by the Union. The employer after receipt of written authorization from each individual employee agrees to deduct from the salaries of said employees their individual dues.

If an employee does not become a member of the Union during any membership year (from Jan. 1 through to the following Dec. 31) which is covered in whole or in part by this 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.

ARTICLE IV

MANAGEMENT RIGHTS

The Borough hereby retains and reserves 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 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 civil service law and regulations.

C. The Animal Control Officer shall be entitled to a minimum of two and one-half (2½) hours compensation for all call-outs.

ARTICLE VI

SICK LEAVE

A. AMOUNT OF SICK LEAVE:

1. Sick Leave will be provided at a rate of one and one-quarter (1 1/4) days for each month of service during the first year of employment, for each year thereafter sick leave shall be accumulated at the rate of fifteen (15) days per year.

2. Sick leave that is not used during a calendar year shall accumulate from year to year.

B. REPORTING OF ABSENCE ON SICK LEAVE:

1. If any employee is to be absent for reasons that entitle the employee to sick leave, the employee's department head or the department head's designee shall be notified prior to the employee's starting time.

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

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

B. VERIFICATION OF SICK LEAVE:

1. Any employee who has been absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. Any employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year shall submit acceptable medical evidence substantiating the illness for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirements appears reasonable. Abuse of sick leave shall be cause for disciplinary action including suspension and/or dismissal in accordance with applicable law.

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

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

g. Any employee who does not provide the Borough with 180 day written notice of retirement will not be eligible to receive any payment for accumulated sick leave. If extenuating circumstances beyond the control of the employee are deemed to warrant an exception to said notice, this requirement may be waived by resolution of the Mayor and Council.

E. BEREAVEMENT LEAVE:

1. In case of death in the immediate family, an employee shall be granted up to three (3) days bereavement leave. In case of death in an employee's extended family, specifically an aunt or uncle, the employee shall be granted one (1) day bereavement leave. In case of death of a grandparent of an employee's spouse, the employee shall be granted one (1) day bereavement leave.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather.

3. Reasonable verification of the event may be required by the Borough.

4. Although bereavement leave is not sick leave, in the event of a death in the immediate family sick leave may be used for short period to supplement bereavement leave. Requests of this additional time shall be made by an employee to their Department Head which approval shall not be unreasonably withheld.

ARTICLE VII

INSURANCE

A. The following insurance or equivalent will be provided for the members of the White Collar Unit by the Borough of Hopatcong:

New Jersey Municipal Employee Benefits Fund

B Employees retiring from the Borough of Hopatcong, who have reached the age of fifty-five (55) years and have been employed with the Borough for a minimum of twenty-five (25) years, shall be entitled to a health insurance stipend of \$2,500 per year until the retired employee reaches the age of sixty-five (65), at which time the stipend paid by the Borough of Hopatcong to the employee shall be reduced to \$1,000 per year. Employees that have attained fifty-five (55) years of age and have at least thirty (30) years of service on or before January 1, 2006, shall be entitled to a health insurance stipend of \$3,000 per year until the retired employee reaches the age of sixty-five (65) at which time the stipend paid by the Borough of Hopatcong to the employee shall be reduced to \$1,000 per year. In all cases, the \$1,000 stipend shall commence January 1st in the year subsequent to the retiree attaining sixty-five (65) years of age.

- A. Employee must notify supervisor of intent to take Holiday of Choice in advance of Holiday.
- B. When a holiday falls on a Saturday it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.
- C. No additional days are to be taken as holidays unless designated by the Mayor, regardless of its designation by any other legal entity.

ARTICLE X

VACATIONS

A. Employees shall be granted paid vacation leave based on the following schedule:

Complete Years of Continuous Service as of December 31 of the year	Vacation Leave Granted for the year
1 or less	1 day for each full month employed during calendar year
2 - 9 inclusive	13 days
10 - 14 inclusive	16 days
15 - 19 inclusive	21 days
over 20 years	26 days

B. Vacation benefits shall be computed as of January 1 of the calendar year. New employees hired after January 1 of the calendar year shall accrue one day vacation benefit for each full month of service during the calendar year. Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the employee works less than twelve months in the calendar year, the employee is only entitled to a pro rated share of such vacation entitlement. An employee who has used more vacation time than the employee is entitled to at the time of severance shall have an amount equal to the daily rate of pay deducted from the employee's final pay for each day of vacation used in excess of the number of days to which the employee is entitled.

C. In order to schedule vacations, each employee shall make his or her request to the department head at least one month in advance, unless the department head shall authorize shorter notice in individual cases.

15 years of service	900.00
20 years of service	1,100.00
25 years of service	1,300.00

Unit members serving as board secretaries shall receive compensation at a rate of \$75.00 per meeting for each meeting in which they are assigned to attend. One (1) employee assigned to the Hopatcong Health Department shall receive an annual stipend of \$500.00 for the duties and responsibilities of Deputy Registrar of Vital Statistics.

ARTICLE XIII

PROMOTION AND PROBATIONARY PERIOD

A. Promotional positions shall be filled in accordance with Civil Service Rules. Notice shall be posted at the earliest possible time when a promotional vacancy is to be filled.

B. An employee shall be deemed as probationary following his regular appointment to a permanent position for trial period of three (3) months. An employee may be dismissed during the probationary period for reasons relating to the employee's qualifications and/or performance and may be permitted a Civil Service Hearing in accordance with Civil Service Rules.

C. Employees promoted to a position in a higher salary grade will receive a five percent (5%) increase, or the minimum salary in the new grade.

ARTICLE XIV

LAYOFF AND RECLASSIFICATION

A. Subject to applicable Civil Service Laws and Regulations, the Borough agrees that employee layoffs shall be on the basis of seniority within job classification provided the more senior employee is able to do the work in a satisfactory manner.

B. The Borough agrees that temporary and provisional employees will be terminated before any permanent employees. In all cases, the Borough will provide written notice to employees to be laid off forty five (45) days in advance, as required by Civil Service rules.

C. Permanent employees will be recalled to work in reverse order in which they were laid off by the Borough. Notice of recall will be made in writing to the employee's home address of record. The employee must provide the Borough with any address change while waiting for recall. The Borough will not hire new employees, while there are employees on recall. An employee recalled to a job classification with a lower salary rate than their previous job classification, may refuse such position and remain eligible for recall except that a second refusal shall constitute abandonment of recall rights. The recalled employee must report for reinstatement to his former or equated job classification or be considered to have abandoned his recall rights.

processed to the next succeeding step in the grievance procedure within the limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. A failure to respond at any level within the time limit provided shall be deemed a denial of the grievance at that step.

STEP ONE

Within three (3) working days after the event giving rise to the grievance, the aggrieved employee shall institute action under the provisions herein by meeting with his immediate supervisor and discussing the grievance orally. If the aggrieved employee so requests, he shall be permitted to have the Union steward present at the meeting. Any such meeting shall not be scheduled at a time that interferes with governmental efficiency, as the latter is reasonably determined by management. The supervisor shall attempt to adjust the matter and shall respond orally to the grievance within three (3) working days after the meeting.

STEP TWO

If the grievance is not satisfactorily resolved at Step One the aggrieved employee or a Union representative shall reduce the grievance to writing, sign the grievance, and file the grievance with the aggrieved employee's department head within five (5) working days after receipt (or after the due date) of the Step One response. To be timely and effective; the written grievance must set forth in reasonable detail:

The specific action the precipitated the grievance.

The specific clause of the contract or other policy that was violated by the action.

The basis of reasoning that the action is a violation of the contract or policy.

The specific remedy being sought.

The Department Head shall render a written response to the grievance within seven (7) working days from receipt of the written grievance.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or a Union representative may file the grievance in writing with the Borough Administrator within five (5) working days after receipt (or after due date) of the Step Two response. To be timely effective, the writing filed with the Borough Administrator must contain the written grievance filed at Step Two, the department head's response at Step Two (if any) and a detailed statement of the reasons why the department head's response is claimed to be unsatisfactory. The Borough Administrator shall render a written response to the grievance within ten (10) working days from receipt of the grievance. The determination of the Borough Administrator shall be final and binding.

ARTICLE XIX

NO STRIKE PLEDGE

A. The union covenants and agrees that during the terms 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., that 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 agreed that participation in any such activity by any employee covered by this Agreement shall be ground 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, slowdown, or job action, and make reasonable efforts to prevent such illegal actions.

D. Nothing contained in the Agreement shall be construed to limit or restrict the Borough of its rights to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union, its members, or any person acting on its behalf.

ARTICLE XX

POSTING

All new and vacant positions shall be posted on the Union Bulletin Board for a period of one week. Employees applying for such new vacancies shall make a request in writing to the head of the department in which such vacancies exist. Subject to applicable Civil Service Laws and Regulations, efforts will be made to choose the most qualified applicant to fill vacancies and to choose applicants from within the Bargaining Unit.

ARTICLE XXI

LOSS OF SENIORITY

Subject to applicable Civil Service Laws and Regulations, seniority shall be lost by an employee for the following reasons:

A. Voluntary quitting: Failure to report back for work no later than the beginning of the next work week following conclusion or termination of a leave of absence shall be deemed to constitute voluntary quitting.

EXHIBIT "A"

AGENCY SHOP AND DUES DEDUCTION

Section 1:

Pursuant to N.J.S.A.52:14-15.9(e), whenever any Unit employee shall indicate in writing to the proper disbursing officer of the Borough his/her desire to have any deductions made from his/her compensation for the purpose of paying the employee's dues to a bonafide employee organization, including the Union, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request. Any such sums relating to the Union shall be transmitted monthly to the Secretary-Treasurer of the Union. Any such written authorizations may be withdrawn by the employee at any time by the filing of Notice of such Withdrawal with the disbursing officer. The filing of Notice of Withdrawal shall be effective to halt deductions as of January 1, or July 1 next succeeding the date on which Notice of Withdrawal is filed.

Section 2:

Any employee in the bargaining unit who does not join the Union within thirty (30) days from the date of execution of this Agreement, or any new employee who does not join the Union within thirty (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the Union within ten (10) days of reentry into employment with the Unit, shall pay a representation fee in lieu of dues to the Union by payroll deduction. The representation fee shall be in an amount equal to no more than eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Borough by the Union.

The Union may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the Borough to reflect changes in the regular Union membership dues, fees, and assessments. For the purpose of this provision, employees employed on a ten (10) month basis, or who are appointed year-to-year, shall be considered to be in continuous employment. In order for this section to become effective, the Union must provide to the Borough and to employees referred to above, sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The Union shall comply with Chapter 477, Public Laws of 1979, in all respects.

Section 3:

With respect to both dues and deductions and representation fee deduction, the Union shall indemnify, defend, and hold 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 pursuant to the above provisions concerning dues deductions and representation fees.

<u>Employee (Title)</u>	<u>2006 Salary</u>	<u>2007 Salary</u>	<u>2008 Salary</u>	<u>2009 Salary</u>
K. Mattoon (Principal Clerk Typist)	\$ 49,206	\$ 51,101	\$ 53,094	\$ 55,191
M. Santi (Principal Clerk Typist)	\$ 33,677	\$ 34,973	\$ 36,337	\$ 37,773
S. Hardy (Principal Clerk Typist)	\$ 35,232	\$ 36,588	\$ 38,015	\$ 39,517
R. Mitchell (Principal Clerk Typist)	\$ 30,517	\$ 31,692	\$ 32,928	\$ 34,229
R. Fisher (Principal Clerk Typist)	\$ 30,102	\$ 31,261	\$ 32,480	\$ 33,763
D. Bunce (Principal Payroll Clerk)	\$ 31,967	\$ 33,198	\$ 34,493	\$ 35,855
C. Marotta (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
B. Kott (Senior Clerk Typist)	\$ 28,508	\$ 29,605	\$ 30,760	\$ 31,975
V. Pasquali (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
M. Filoso (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
L. Burns (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
B. Wulff (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
D. Ryan (Senior Clerk Typist)	\$ 25,950	\$ 26,949	\$ 28,000	\$ 29,106
E. Wiss (Secretary Boards/Commissions)	\$ 28,148	\$ 29,232	\$ 30,372	\$ 31,572
S. Police (Asst. Tax Collector)	\$ 30,000	\$ 31,155	\$ 32,370	\$ 33,649
A. Torres (Deputy Court Clerk)	\$ 34,893	\$ 36,237	\$ 37,650	\$ 39,137
G. Quenalt (Clerk Typist)	\$ 34,746	\$ 36,084	\$ 37,491	\$ 38,972
H. Cafferata (Clerk Typist)	\$ 23,212	\$ 24,105	\$ 25,046	\$ 26,035
J. Hangle (Clerk Typist)	\$ 19,000	\$ 19,732	\$ 20,501	\$ 21,311
S. Parichuk (Clerk Typist)	\$ 19,722	\$ 20,481	\$ 21,280	\$ 22,121
J. Pagano (Violations Clerk)	\$ 29,275	\$ 30,402	\$ 31,587	\$ 32,835
D. Sloat (Animal Control Officer)	\$ 39,408	\$ 40,925	\$ 42,521	\$ 44,201