

Copies to the Council -

R.N. 19-12
18th

Current Contract - 11/14/78
1978

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THIS DOES NOT
CIRCULATE

PREAMBLE

This Agreement entered into this 17th day of June 1977

by and between the BOROUGH OF HOPATCONG, in the County of Sussex, New Jersey,
a Municipal Corporation of the State of New Jersey, hereinafter called the
"Borough", and SUSSEX COUNCIL No. 20, NEW JERSEY CIVIL SERVICE ASSOCIATION,
hereinafter called the "Association", represents the complete and final
understanding on all bargainable issues between the Borough and the Association.

THIS DOES NOT
CIRCULATE

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Institute of Management and
Labor Relations

JUL 30 1979

RUTGERS UNIVERSITY

ARTICLE I - RECOGNITION

The Borough recognizes the Association as the exclusive collective
negotiations agent for the following employees of the Department of Public
Works : Laborers, Public Works Repairmen, Senior Public Works Repairmen,
Mechanical Repairman Helpers, Mechanical Repairmen, Heavy Equipment Operators
and Foremen.

ARTICLE II - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Association shall have the right to determine such members of the
Association as it deems reasonably necessary as Association Representatives.

B. The Borough agrees to make available to the Association all public
information concerning the financial resources of the Borough, and other
public information which may be necessary for the Association to process any
grievance.

C. Authorized representatives of the Association shall have the right to
enter the areas in and around the Borough garage, commonly called the "public
works working areas", during working hours for the purpose of conducting normal
duties relative to the enforcement and administration of this Agreement or to
transact official Association business, so long as such visits do not interfere
with the work being performed or with proper service to the public, and further
provided it is appropriately scheduled with the Borough Clerk's office.

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D. The Borough agrees to deduct Association dues from the earnings of each employee in the bargaining unit who has properly authorized such deductions in writing. Dues deduction shall be on a semi-annual basis, half from the first payroll of the first quarter of the calendar year and half from the first payroll of the third quarter of the year.. The Borough further agrees to forward said deductions to the Association within fifteen (15) days thereafter.

E. Whenever any representative of the Association or any employee in its bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

F. The Borough agrees to post a copy of the work record used for calculating pay for members of the bargaining unit, such record to indicate the hours worked and the rates of pay for each member. The copy shall be posted in a convenient location in the Borough garage no later than the day on which the checks are issued.

ARTICLE III - MANAGEMENT'S RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. It is mutually understood and agreed that the Borough retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, transferring and scheduling employees; to determining the standards of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; and to determine the content of job classifications, subject

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to Civil Service Regulations and any other applicable law or provisions of this Agreement.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of New Jersey and of the United States.

ARTICLE IV -WORK WEEK, OVERTIME AND BREAKS

A. WORK HOURS

The normal work week shall consist of five (5) consecutive days. The normal work day shall consist of eight (8) consecutive hours exclusive of a one-half hour lunch period. The normal starting time shall be 7:00 AM and the normal quitting time shall be 3:30 PM. It is recognized that starting and quitting time must vary for certain seasonal operations including activities such as park and public grounds maintenance, leaf removal, and with respect to emergencies such as those resulting from storms (snow removal, flooding, debris removal), vehicular accidents, road cave-ins and vandalism.

B. OVERTIME

1. All employees shall be expected to complete their work in the time allotted for the normal working day.
2. Any employee scheduled by the Borough to work in excess of his regular eight (8) hours day shall be paid at the rate of time and one-half for all hours he works in excess of his regular eight (8) hours.
3. An employee who is scheduled to work a normal Monday through Friday work week who works on a Saturday or Sunday shall receive time and one-half for all hours he works on a Saturday or Sunday.
4. Employees in the bargaining unit who work on a holiday shall be paid

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their regular day's pay for the holiday plus an additional time and one-half for all hours worked on said holiday.

5. In determining eligibility for overtime pay, time within the employee's standard weekly work schedule for which he receives pay from the Borough for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay required before overtime rates are paid.

6. If an employee is called out for emergency work, he shall be eligible for a minimum of four hours of work if he chooses, but shall be paid only for the hours worked. For the purpose of determining call out time a portal to portal basis shall be used..

C. BREAKS

1. Each employee herein represented shall be entitled to one ten (10) minute break for each half day period of work (morning and afternoon). Unused break time shall not be credited or accumulated in any way by the employee.

2. Time limits for said breaks shall be strictly observed. Employees are not to return to the Borough garage just for the break.

D. PAY PERIODS

Employees covered under this contract shall receive their pay every two weeks for their regular services performed for the Borough. This procedure shall commence no later than September fifteenth of 1977.

ARTICLE V SICK LEAVE AND BEREAVEMENT LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay based on their aggregate months of service, except that the starting point for the accumulation of

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sick days shall be the time of the Borough's inclusion in the Civil Service program for the Department of Public Works.

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, or for short periods when the presence of the employee is necessary to care for the employee's spouse or other members of the immediate family due to illness or injury. Further, sick leave may be used for short periods in addition to the bereavement leave provided because of death in the employee's immediate family as defined below.

B. AMOUNT OF SICK LEAVE

1. Sick leave will be provided at a rate of one and one-quarter (1.25) days for each full month of service, commencing in the first month of employment, except that no time will be allowed for employment prior to the inclusion of the Department of Public Works under Civil Service.

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

C. REPORTING OF ABSENCE ON SICK LEAVE

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

2. Failure to so notify the Superintendent of Public Works 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.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick

leave shall be cause for disciplinary action.

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2. In case of leave of absence due to exposure to contagious disease, a certificate 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 his 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 his normal duties and that his return will not jeopardize the health of other employees.

E. WORKMEN'S COMPENSATION

1. Employees entitled to receive Workmen's Compensation Insurance shall be: charged against their regular salary for the first five (5) days after injury on the job if charged against their sick leave or vacation time, except that upon check-over to the Borough he shall receive a prorated number of sick days or holidays. In return, thereafter, the employee shall be paid his Workmen's Compensation Insurance payments, as determined by the proper authorities. The time during which the employee receives Workmen's Compensation Insurance shall not be charged against his sick leave or vacation time. Further, during the time that the employee is receiving Workmen's Compensation Insurance, the Borough shall assume the Borough's share and the employee's share of his retirement contribution, except for his contributory insurance, plus the Borough agrees to continue the health benefits provided to the employee under this Agreement.

2. The benefits of 58-17 "Supplemental temporary disability benefits or fulltime officers and employees" in effect at the signing of this contract shall not be reduced for members of the bargaining unit during the lifetime of this contract (see appendix 'A'). This shall not be construed to limit the management right of the governing body to require medical examinations and reports as substantiation of the compensation claims nor review of claim reports to prevent misuse of the benefit.

F. BEREAVEMENT LEAVE

1. In case of death in the immediate family, an employee shall be granted up to three (3) days bereavement leave.

2. Immediate family shall be defined as the employee's husband, wife,

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child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law or 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 a short period to supplement bereavement leave, as provided in A2 of this article.

ARTICLE VI INSURANCE

A. Current Coverage

Blue Cross	}	Family plan
Blue Shield		
Kidex J.		
Magna Medical		
Life Ins.		
Wollman's Soup.		Employee only
Liability - as recently defined		

B. In order to promote safer working conditions employees shall wear safety shoes. Further, within each twelve month period commencing July first of 1977, the Borough shall provide each employee with one pair of ^{safety} work shoes.

ARTICLE VII DISCRIMINATION

No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation or lawful Association activity.

ARTICLE VIII JURY DUTY

Should any employee be obligated to serve as a juror, he shall receive full pay from the Borough for all time spent on jury duty.

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Borough

A. The following twelve (12) days shall be holidays upon which the employees in the bargaining unit shall not be required to work except in the case of emergencies and call out as determined by the Superintendent of Public Works and provided for in this Agreement:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. When a holiday, as listed above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Saturday, it shall be observed on the following day, Monday.

C. If the number of holidays given to other Borough employee groups by the Borough exceeds twelve in a calendar year, members of the bargaining unit shall receive the same additional time. 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 vacation leave based on the following schedule:

<u>YEARS OF CONTINUOUS SERVICE AS OF DECEMBER 31 OF THE YEAR</u>	<u>VACATION LEAVE GRANTED FOR THE YEAR</u>
one or less	one day for each full month employed during calendar year
two (2) to nine (9) inclusive	twelve (12) days
ten (10) to fourteen (14) inclusive	fifteen (15) days
fifteen (15) to nineteen (19) inclusive	twenty (20) days
all over twenty (20) years	twenty-five days

B. Vacation benefits shall be computed as of January first of the calendar year. New employees hired after January first 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 first of any calendar year shall on that January first be credited in advance with vacation entitlement in accordance with the foregoing

schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he is only entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than he is entitled to at the time of his severance shall have an amount equal to his daily rate of pay deducted from his final pay for each day of vacation he has used in excess of the number of days to which he is entitled.

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C. The Borough shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

D. Employees shall submit requests for vacation times of five (5) consecutive work days or more by March 15, or for vacation requests for earlier times no later than four (4) weeks before his requested vacation,

with first and second choices. The first choice for the first two weeks requested shall be scheduled where practicable on the basis of seniority. Vacations of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and the Superintendent of Public Works.. An employee may arrange to change his scheduled vacation only with written approval of the Superintendent of P

E. All vacation days must be taken during the calendar year used in determining them, unless it is determined by the Superintendent of Public Works, and agreed to by the Borough Council Public Works Committee, that the pressure of work or illness warrants an extension. This unused vacation time must be taken during the first quarter of the next succeeding year.

ARTICLE XI SAFETY

The Borough agrees to provide safe and adequate working areas and equipment. The Association reserves the right to call upon the Borough or any appropriate State or Federal agency to investigate any matter involving work areas or equipment. Such request will only be made where the Association feels that the employee is subject to a possible impairment of health and safety. The Borough will appoint a member of the Association to the Safety Committee if one exists or in the alternative, the Borough agrees to appoint a member of the Association to committee or commission or other public body specifically charged with the responsibility of maintaining adequate health and safety for the employees, if one exists.

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ARTICLE XII WAGES

All wages and increases are set forth in schedules attached hereto and made a part hereof including ranges for classifications specifying minimum and maximum rates.

ARTICLE XIII PROMOTIONS

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. No employee shall receive a pay cut due to promotion. If an employee is at a pay rate lower than the minimum rate of pay for the job title to which he is promoted, he shall receive the minimum rate for the job title to which he is promoted.

C. An employee shall be deemed as probationary following his regular appointment to a permanent position for a trial period of three (3) months. An employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

ARTICLE XIV LAYOFF

A. The Borough agrees that employee layoff 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 employee. In no instance shall permanent employees be laid off and part time employees retained. In all cases, the Borough shall provide written notices to employees to be laid off forty-five (45) days in advance, as required by Civil Service Rules.

C. In the event of layoff for economic reasons the terminated employee shall receive one (1) weeks pay for each full year of continuous service as a permanent employee, up to a maximum of four (4) weeks pay, as a severance pay.

ARTICLE XV 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 this Agreement and to resolve grievances as soon as possible so as

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to assure efficiency and promote employee's moral. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Superintendent of Public Works and having the grievance adjusted without the intervention of the Association. Any employee wishing to process his own grievance may do so, but no settlement shall be made that is inconsistent with the terms of this Agreement,

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

C. 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 or settled. Time extensions may be mutually agreed to by the Borough and the employee; but such time extensions shall be in writing.

STEP 1

The aggrieved employee and the Association representative shall present the employee's grievance to the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

STEP 2

If the grievance has not been settled, it shall be reduced to writing and presented by the Association representative to the Superintendent of Public Works within five (5) days after the supervisor's response is due. The Superintendent of Public Works shall respond to the Association representative in writing within five (5) working days.

STEP 3

If the grievance still remains unadjusted or unanswered by the Superintendent of Public Works, it shall be presented by the Association representative to the governing body by serving the same upon the Borough Clerk in writing within seven (7) working days after the response of the Superintendent of Public Works is due. The governing body shall respond in writing to the Association Representative within ten (10) working days, unless extended by mutual consent.

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Should the grievance not be settled by Step 3, if the aggrieved is a permanent employee he shall have the right to elect to pursue the remedies offered by the Civil Service Act, providing appeal is made to Civil Service within five (5) working days of receiving the governing body's response. An appeal pursued through Civil Service cannot be made the subject of arbitration as provided below.

ARBITRATION

Civil Service Code

(a) Only the issue of whether an employee was discharged or suspended without just cause is arbitrable.

(b) If no settlement of the grievance has been reached between the parties and if the grievance involves an arbitrable dispute, either the Borough or the Association or both may move the grievance to arbitration within five (5) days of the response of the governing body or of the date the response was due.

(c) Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Borough and the Association. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall appoint an arbitrator to hear the matter and render his award in writing.

The award shall be final and binding. The cost of the arbitrator's fee shall be shared by the Borough and the Association. The Arbitrator shall interpret this Agreement as written and shall not alter, amend or add to the terms of this Agreement. The matter being grieved may not be pursued by any Civil Service action.

SETTLEMENT OF A GRIEVANCE

A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation, or when any time limit set forth above has expired for its appeal to the next step, or when the grievance procedures have been pursued through all steps. Failure to answer a grievance within the proper time shall move it to the next step.

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ARTICLE XVI SEPARABILITY AND SAVINGS

A. The Borough and the Association recognize the applicability of federal economic stabilization acts to control prices, rents, and salaries, and agree to abide by any Executive orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes provided in this Agreement cannot be legally made effective, such increases or adjustments shall be omitted or proportionately adjusted according to law.

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

C. Any provision of this Agreement found to be in violation as outlined in paragraph B above, shall be subject to re-negotiation by the parties, but only to the end of insuring that such provisions are not in contradiction of any such aforementioned legislation or order and not to increase benefits. Where the provisions cannot be amended to make them conform to law or to an order as outlined in paragraph B above, they shall be completely deleted from the Agreement.

ARTICLE XVII FULLY BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of 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.

B. If requested by either party, as provided in Article XVIII, both parties agree to begin collective bargaining no later than two weeks after the General Election held the November of the calendar year in which the Agreement terminates.

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ARTICLE XVIII TERM OF AGREEMENT

This Agreement shall take effect on January 1, 1977, and shall remain in full force and effect through December 31, 1978 and thereafter from year to year unless either party shall give notice in writing no sooner than ninety (90) nor later than forty-five (45) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. No such changes by either party shall be considered which are not received in accordance with this article.

Copies of this Agreement shall be distributed to all members of the Borough Department of Public Works, the expense for duplicating and distributing shall be shared equally by the parties.

Signed this 17th day of June, 1977 by the duly authorized representatives of the parties hereto.

Richard M. Hodson
Robert M. Naples

Article XIIA

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	76	Effective 1 Jan. 77	Effective 1 Jan. 78
Sickels	4.71	5.09	5.45
Pasquali	4.53	4.91	5.27
St. Dennis	4.53	4.91	5.27
Bednarski	4.36	4.73	5.07
Flota	4.21	4.58	4.92
Santore	4.21	4.58	4.92
Wills	4.21	4.58	4.92
Hammond	4.21	4.58	4.92
Fannelli	4.21	4.58	4.92
Cerezo	3.35	3.68	4.04
Hendershot	3.35	3.68	4.04
<hr/> PWR Padgett	4.67	5.04	5.39
PWR Lessig	4.51	4.89	5.26
PWR Morris	3.80	4.17	4.53
SPWR Whittaker	5.80	6.26	6.66
Cassimore	5.18	5.58	5.97
Mech. Hdr. Naples	4.51	4.93	5.30
HF. { Bourke	6.08	6.56	7.00
or { Sanchez	5.28	5.81	6.26
Mech. Terwilliger	6.08	6.56	7.00

Minimum	\$4.00	\$4.25
Maximum	\$5.07	\$5.42
Senior Public Works Repairman:		
Minimum	\$4.20	\$4.45
Maximum	\$6.26	\$6.66
Heavy Equipment Operator:		
Minimum	\$4.50	\$4.75
Maximum	\$6.56	\$7.00
Mechanical Repairman:		
Minimum	\$4.50	\$4.75
Maximum	\$6.56	\$7.00

Promotions granted during the lifetime of this contract shall be worth 15¢ per hour.