

# 516

AGREEMENT  
between  
BOROUGH OF HOPATCONG  
and  
WHITE COLLAR UNIT

JANUARY 1, 1992 THROUGH DECEMBER 31, 1992

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PREAMBLE

This agreement entered into this 8th day of February 1990 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 the HOPATCONG WHITE COLLAR UNIT, hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

ARTICLE I

RECOGNITION

Pursuant to the Certificate of Representation issued by the Public Employment Commission in docket number R0-81-60, amended herein to reflect changes in unit job titles, the Borough recognized the Union as the sole and exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment of all full-time, and regularly employed part-time white collar employees employed by the Borough including dog warden, clerk typist, accounting clerk (typist), senior account clerk, account clerk, principal accessing clerk (typing), senior accessing clerk (typing), (part time), deputy municipal court clerk (typing), but excluding confidentials, supervisors within the meaning of the New Jersey Employer-Employee Relations Act, professional employees, all blue-collar employees, police, managerial executives, and all other employees.

ARTICLE II

RIGHTS AND PRIVILEGES OF THE UNION

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

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

C. Authorized representatives of the Union shall have the right to enter the areas in and around the Borough Municipal buildings where bargaining unit members are normally assigned, during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement or to transact official Union business, so long as such visits do not interfere with the work being performed or with proper service to the public, and further provided that such visits are approved in advance by the Borough Administrator or his designee.

D. The Borough recognized the right of the Union to designate one steward and one alternate for the enforcement of this Agreement. The Union shall furnish with the Borough with a written designation of the steward and the alternate and shall thereafter notify the Borough in writing of any changes in such designations. The authority of the steward and the alternate so designated by the Union shall be limited to, and shall not exceed, the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the transmissions of such messages and information which shall originate with, and are authorized by, the Union or its officers. 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 in pay.

E. 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 municipal building no later than the day on which the checks are issued.

### ARTICLE III

A. 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;

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in

connection therewith, shall be limited only to 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 and authority under R.S. 40A or R.S. 11 or other National, State, County, or Local Laws or Ordinances. The Borough's exercise of its management rights pursuant to the Article shall not be subject to submission of the grievance procedure established in this Agreement.

#### ARTICLE IV

##### NORMAL WORK HOURS AND OVERTIME

A. The normal work week for the employees covered by this agreement, with the exceptions noted below, shall be 32-1/2 hours (commencing at 9:00A.M. and terminating at 4:30 P.M. with one hour for lunch, Monday through Friday). Exceptions to the above are the deputy municipal court clerk (typing) who works thirty six (36) hours (commencing at 9:00 A.M. and terminating at 4:30 P.M. with one hour for lunch, plus three and one-half (3-1/2) hours on court night), one of the senior clerk-typists who works thirty-two and one-half (32-1/2) hours (commencing at 8:30 A.M. and terminating at 4:00 P.M. with one hour for lunch. It is expressly understood that the foregoing listing of starting and ending times is for informational purposes only, and in no way alters the party's understanding that the establishment of starting and ending times, and the scheduling of lunch, are non-negotiable management prerogatives.

B. Any overtime must be authorized by management. If so authorized, overtime worked will entitle the employee to either compensation on a straight time basis or compensatory time off on a straight time basis for overtime hours worked between that employees normal work week and forty (40) hours, at the employee's option. For overtime worked in excess of 40 hours in any one week the employee may be paid at the rate of one and one-half times his normal hourly rate or receive compensatory time off at the rate of one and one-half hours for each overtime hour worked. The employee is required to notify the department head at the time that overtime is scheduled of the employee's selection between compensation and compensatory time. If the employee selects compensation, the department head will notify the office of the Borough Administrator of the amount of overtime worked and the appropriate compensation will be added to the employee's next paycheck. If the employee selects compensatory time off, the employee will work on an honor system in terms of maintaining accurate records of the amount of compensatory time off accrued and in terms of the scheduling of compensatory time off in conjunction with the department head.

ARTICLE V

SICK LEAVE

REPORTING OF ABSENCE ON SICK LEAVE

1. If an 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.

3. 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. An employee who has been absent on sick leave for periods totalling 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 appear 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 form 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.
4. Any employee absent from work on either the employee's last scheduled working day before the celebration of a holiday or on the employee's next scheduled working day

following the celebration of a holiday, may be required to submit proof of illness from a physician.

C. WORKER'S COMPENSATION

The current Borough Worker's Compensation Program of benefits shall not be reduced during the lifetime of this agreement except that the benefits of 58-17 "Supplementary Temporary Disability benefits for full time officers and employees" shall apply for the first three (3) months, not six (6) months, and that upon review by the Governing Body may grant an extension up to three (3) more months, the total time for the benefits not to exceed six (6) months.

The Borough shall further provide NJ State Disability, for White Collar employees. Employees shall be responsible for payment of employer portion of the annual premium in 1991. Thereafter employer will assume payment of its portion according to State formula of the annual premium of said plan.

D. PAYMENT FOR ACCUMULATED SICK LEAVE

1. Those employees within the White Collar Bargaining Unit shall receive compensation for accumulated sick leave upon retirement, provided the following criteria:

1. Eligibility - Employee must have at least 25 years of continuous service to the Borough at the time of retirement.
2. The maximum amount of payment shall not exceed \$10,000.00.
3. Computation of payment shall be as follows:

First 100 days of accumulated sick leave - 25% of average daily pay.

Next 100 days over 200 accumulated sick leave - 30% of average daily pay.

All days over 200 accumulated - 42% of average daily pay.

4. In the event of the death of an employee who meets 25 years of continuous service criteria, payment shall be made to the estate of the employee.



5. Payment may be made in up to three (3) annual installments at the option of the Mayor and Council.
6. Average daily pay shall be determined by multiplying the hourly rate times 8.

#### ARTICLE VI

#### DISCRIMINATION

No employee shall be discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation, such Union activity as is protected by PERC status or physical handicap.

#### ARTICLE VII

#### HOLIDAYS

A. The following days shall be holidays upon which the members of the bargaining unit shall not be required to work except in cases of emergencies.

New Years Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas

One Holiday of Choice

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 on holidays unless designated by the Mayor, regardless of its designation by any other legal entry.

ARTICLE VIII

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

<u>Complete Years of Continuous Service as of December 31 of the year</u>	<u>Vacation Leave Granted for the year</u>
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
all 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 rate 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.

D. In order to schedule vacation, 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.

E. The scheduling of vacations is subject to the approval of the department head, and shall be effectuated on the basis of seniority wherever practical.

F. Vacation days must be utilized during the calendar year in which they are accrued, with the exception that unused vacation days may be requested in writing to Personnel Department and approved by the Administrator and carried forward and utilized during the first quarter of the next succeeding calendar year.

## ARTICLE IX

### SAFETY

The Borough agrees to provide safe and adequate working areas and equipment. The Union 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 Union feels that the employee is subject to a possible impairment of health and safety. The Borough will appoint a member of the Union to the Safety Committee if one exists or in the alternative, the Borough agrees to appoint a member of the Union 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.

## ARTICLE X

### WAGES AND LONGEVITY ADJUSTMENT

For the year 1990 all employees shall receive an increase of \$1.55 per hour or 7%, whichever is greater.

Longevity adjustments shall be effective on the first pay period after the anniversary date of an employee's appointment, said employee's wages shall reflect an additional increase as follows:

<u>YEARS COMPLETED</u>	<u>INCREASE</u>
5 years service	\$200.00
10 years service	400.00
15 years service	600.00
20 years service	800.00
25 years service	1,000.00

The eligible employee shall have the option of receiving the longevity allowance in a lump sum or added to the annual salary.

#### ARTICLE XI

##### PROMOTIONS 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.

#### ARTICLE XII

##### 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 employee. In all cases, the Borough will provide written notices 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 refuse to accept such employment. 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.

### ARTICLE XIII

#### ACCESS TO PERSONNEL FILE

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine their personnel file. The Borough has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to them. Such response will be included in the personnel file, attached to and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon their request.

### ARTICLE XIV

#### GRIEVANCE PROCEDURE

##### A. Purpose

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by statute of administrative regulation, incorporated by reference in the Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this grievance procedure could not be invoked to obtain any matter which the Union sought but could not obtain at the bargaining table during the negotiations that led to this Agreement. Pursuant to P.L.S.A. 34:13A-5-3, nothing herein shall be construed to deny to any individual employee his right under Civil Service Laws or Regulations.

Accordingly, in the event an employee elects to pursue Civil Service remedies, no recourse to the grievance procedure will be available. Likewise, in the event the employee elects to invoke the grievance procedure, no recourse to Civil Service remedies will be available.

### 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 written consent. Time extensions may be mutually agreed to by the Borough and the Union, but such time extensions may be mutually agreed to by the Borough and the Union, but such time extensions shall be in Writing. In the absence of a written extension as aforesaid, the time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not 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) 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 facts underlying the grievance, the specific provisions at issue, and the relief

sought. The Department Head shall render a written response to the grievance within seven (7) 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) calendar 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) days from receipt of the grievance. The determination of the Borough Administrator shall be final and binding.

## ARTICLE XV

### SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be 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.

## ARTICLE XVI

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which have 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Borough and the Union, 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. Nothing stated above is intended to diminish existing benefits

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.

#### ARTICLE XVII

#### 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 covenanted and 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 person acting on their behalf from taking part in any strike, slowdown, or 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 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 XVIII

### 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 XIX

### 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 of termination of a leave of absence shall be deemed to constitute voluntary quitting.
- B. Discharge for cause.
- C. Failure to report for work within twenty four (24) hours when called back (after Layoff), after receipt of telegram or registered letter, unless such failure is mutually agreed between the Borough and the Union to be excusable.
- D. Failure to be called back to work for a period of twelve (12) months after a layoff, unless a greater period of time is established by Agreement between the Borough and the Union.

## ARTICLE XX

### TERM AND RENEWAL

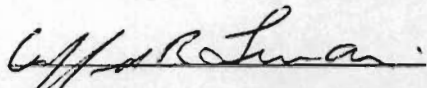
The term of this agreement shall be from January 1, 1991 through December 31, 1991, and from year to year thereafter, subject to a written notice from either party to the other of the desire to change or amend this agreement. To be effective, such written notice must be received by the other party no later than one hundred and sixty five (165) days prior to the Borough's required budget submission date.

The foregoing reference is derived from public Employment Relations Commission Regulation Section 19:16/2.1 and the adoption of a February 10 required budget submission date for municipalities such as the Borough. In the event of any change in the Public Employees Relations Commission statute or regulations, this Article shall be deemed to have been amended to conform to such change.

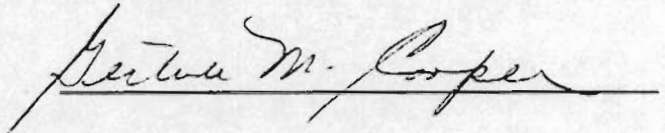
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hopatcong, New Jersey on the day and year first above written.

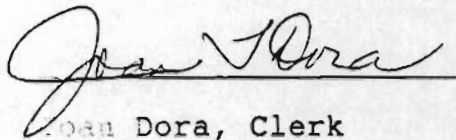
BOROUGH OF HOPATCONG

HOPATCONG WHITE COLLAR UNIT

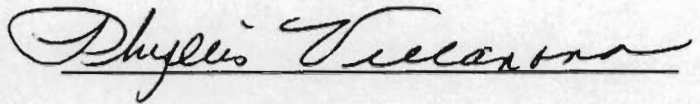


Clifford R. Lundin, Mayor





Joan Dora, Clerk



ATTACHMENT B

	<u>1992</u>	
<u>POSITION</u>	<u>MIN.</u>	<u>MAX</u>
Clerk Typist	8,000.00	20,337.00
Principle Clerk Typist	12,000.00	28,804.00
Accounting Clerk	8,000.00	17,272.00
Violations Clerk Typist	8,000.00	14,534.00
Senior Clerk Typist	10,000.00	21,991.00
Deputy Court Clerk Typist	14,000.00	17,877.00
Senior Accounting Clerk Typist	12,000.00	19,835.00
Principal Clerk	12,000.00	22,045.00
Principal Assessing Clerk	12,000.00	26,653.00
Registra of Vital Statistics	500.00	500.00
Animal Control Officer	12,000.00	27,210.00
Senior Assessing Clerk	12,000.00	21,700.00
Deputy Tax Collector	17,000.00	22,545.00
Deputy Treasurer	17,000.00	22,156.00
Secretary Boards/Commissions	12,500.00	18,346.00
Recording Secretary Board of Health meetings, per meetings	50.00	50.00