

AGREEMENT

Between

Borough of Hopatcong

and

Morris Council 6

Representing the White Collar Unit

JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

Prepared by:

Law Offices of Craig S. Gumpel LLC  
1447 Campbell Street  
Rahway, New Jersey 07065

INDEX

	Page No.
PREAMBLE .....	1
ARTICLE I RECOGNITION .....	1
ARTICLE II RIGHTS & PRIVILEGES OF THE UNION .....	1
ARTICLE III EQUAL SHARE .....	2
ARTICLE IV MANAGEMENT RIGHTS .....	2
ARTICLE V NORMAL WORK HOURS & OVERTIME .....	3
ARTICLE VI SICK LEAVE .....	4
ARTICLE VII INSURANCE .....	6
ARTICLE VIII DISCRIMINATION .....	8
ARTICLE IX HOLIDAYS .....	8
ARTICLE X VACATIONS .....	9
ARTICLE XI SAFETY .....	10
ARTICLE XII WAGES & LONGEVITY ADJUSTMENT .....	11
ARTICLE XIII PROMOTIONS, PROBATIONARY PERIOD, LAYOFF & RECLASSIFICATION .....	11
ARTICLE XIV ACCESS TO PERSONNEL FILE .....	11
ARTICLE XV GRIEVANCE PROCEDURE .....	12
ARTICLE XVI TUITION AND EMPLOYEE TRAINING .....	14
ARTICLE XVII SEPARABILITY & SAVINGS .....	15
ARTICLE XVIII FULLY BARGAINED PROVISIONS .....	16
ARTICLE XIX NO STRIKE PLEDGE .....	16
ARTICLE XX POSTING .....	17
ARTICLE XXI LOSS OF SENIORITY .....	17
ARTICLE XXII TERMS AND RENEWAL .....	17
ARTICLE XXIII MISCELLANEOUS .....	18
EXHIBIT "A" AGENCY SHOP AND DUES DEDUCTION .....	19

## PREAMBLE

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Borough of Hopatcong, in the County of Sussex, New Jersey, a Municipal Corporation of the State of New Jersey, herein after 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 R0-80-60, amended herein to reflect changes in unit job titles, the Borough of Hopatcong recognized Morris Council No. 6, NJCSA, IFPTE, AFL-CIO as the sole and exclusive representative for the purpose 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 of Hopatcong including animal control officer, clerk, senior account clerk, account clerk, principal assessing clerk, senior assessing clerk, deputy municipal court clerk, assistant tax collector, principal clerk, senior clerk, violations clerk, principal payroll clerk, secretary boards/commissions, registrar of vital statistics, recording secretary, administrative clerk, but excluding confidential, 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 reasonable 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 Building 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 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 designation. 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 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 would be required to pay a representation fee to the Union for that membership year only upon written authorization expressly authorizing said representation fee payment in accordance with applicable law. 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

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 forgoing 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 judgment 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 V

### NORMAL WORK HOURS AND OVERTIME

A. The normal workweek for the employees covered by this Agreement, with the exceptions noted below, shall be 32 ½ hours (commencing at 9:00 AM and terminating at 4:30 PM with one hour for lunch, Monday through Friday). Exceptions to the above are the deputy municipal court clerk who works thirty-two and one-half (32 ½) hours (commencing at 9:00 AM and terminating at 4:30 PM with one hour for lunch); on court night, one hour for dinner and either compensatory time/pay overtime for remaining schedule, one senior clerk who works thirty-two and one half (32 ½) hours (commencing at 8:30 AM and terminating at 4:00 PM with one hour for lunch), and the animal control officer who works thirty five (35) hours (based upon present annual salary). It is expressly understood that the foregoing listing of starting and ending times is for information purposes only, and in no way alters the parties' understanding that the establishment of starting and ending times, and the scheduling of lunch, are nonnegotiable 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 employee's 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/her 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.

C. The Animal Control Officer shall be entitled to a minimum of two and one-half (2-1/2) 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.

#### C. 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 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 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.

**D. 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 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. The Borough shall assume payment of its portion according to State formula of the annual premium of said plan.

**E. PAYMENT FOR ACCUMULATED SICK LEAVE:**

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

- a. Eligibility - Employee must have at least 25 years of continuous service to the Borough at the time of retirement.
- b. The maximum amount of payment shall not exceed \$10,000.00.
- c. Computation of payment shall be as follows:
  1. First 100 days of accumulated sick leave - 25% of average daily pay.
  2. Next 100 days accumulated sick leave - 30% of average daily pay.
  3. All days over 200 accumulated - 42% of average daily pay.
- d. 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.
- e. Payment may be made in up to three (3) annual installments at the option of the Mayor and Council.
- f. Average daily pay shall be determined by multiplying the hourly rate times the hours in the standard work day as described in Article V Paragraph A.
- g. Any employee who does not provide the Borough with 180 days' 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.

**F. 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

The Borough may seek to improve/change or otherwise broker other benefit plans outside the HIF as long as the new benefit options shall be equal to or better than the current benefit options. In such an event, the Borough will use the benefit plans found within the HIF as a benchmark of insurance equivalence.

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 (20) 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 must still meet pension system retirement requirements. 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.

C. Employees hired on or after January 1, 2006, shall be entitled to enroll in the Borough's Aetna Point of Service group insurance plan (or equivalent as defined herein) with single or dependent coverage or in the Borough's United Health Care Traditional ('Traditional Plan') group insurance plan (or equivalent plan as defined herein) with single coverage. New-hires desiring to cover dependents in the Borough's Traditional Plan shall be required to pay the Borough, via bi-weekly payroll deductions, for fifty (50%) percent of the difference between the cost of single-level coverage and the cost of applicable family plan.

D. Effective January 1, 2010, all participating active employees shall be required to share in the cost of health care insurance premiums. Effective January 1, 2018, the health benefit contribution rate shall be frozen and capped at the percentage rate the employee was at as of December 31, 2017, irrespective of whether a change in salary would place the employee at a higher percentage rate on the attached chart. If the law or plan changes to reduce the employee contribution, such change would be applicable to all unit employees. These contributions shall be pre-tax when deducted from the employee's regular pay and subject to the Employer's Section 125 Plan for tax purposes only.

Effective January 1, 2015, United Healthcare Select POS Plus Plan will also be offered to employees in accordance with the attached schedule, with emergency room copay at \$75. Employees may select the United Healthcare POS plan and pay the difference in premium between the United Healthcare POS plan and the UHC Select POS Plus Health Insurance Plan through a payroll deduction.

The aforementioned health benefit contributions shall remain in effect until the expiration of the Agreement pursuant to P.L. 2010. c. 2.

E. Employees waiving all of their health insurance benefits (opt-out) shall be entitled to a stipend of \$300 per month during which the employee waives said medical insurance coverage (benefit of \$150 for employees qualified for single coverage benefits).

F. Employees waiving a portion of their health insurance benefits (opt-down) shall be entitled to a stipend of thirty-three percent (33%) of the difference in the insurance premiums between the coverage levels per month during which the employee waives said medical insurance coverage up to a maximum of \$250 per month (Example: changing from family-level coverage to single-level coverage).

G. Employees within the White Collar bargaining unit may continue coverage from the Borough for their children up to age 26 in accordance with applicable law. When the child reaches the limiting age, eligibility for coverage will terminate at the end of that Calendar Year.

H. In the event the Borough changes dental insurance carriers, the parties agree that Morris Council No. 6 shall have the right to re-open negotiations solely limited to negotiations over bargaining unit employee dental benefits.

### ARTICLE VIII

#### DISCRIMINATION

No employee shall be discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation, Union activity or affiliation, or physical handicap.

### ARTICLE IX

#### HOLIDAYS

A. The following days shall be holidays, effective January 1, 2018, upon which the members of the bargaining unit shall not be required to work except in cases of emergencies:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas  
Two Holidays of Choice

B. Employee must notify supervisor of intent to take Holiday of Choice in advance of Holiday.

C. 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.

D. 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

Effective January 1, 2019, annual vacation entitlement shall be based on the following schedule:

1 <sup>st</sup> calendar year	1 day for each full month of employment
1 – 9 inclusive	15 days
10 – 14 inclusive	18 days
15 – 19 inclusive	23 days
Over 20 years	28 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.

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

E. Vacation days must be utilized during the calendar year in which they are accrued, with the exception that five (5) days of annual vacation leave may be carried over from one

calendar year up until March 31st of the subsequent year upon written request to and approval from the Borough Administrator.

ARTICLE XI

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.

ARTICLE XII

WAGES AND LONGEVITY ADJUSTMENT

On January 1st of the year beginning with 2018, salary increases of 1.9% per unit member for each year of the agreement shall be granted to employees covered under this contract. The 2018 increase is retroactive to January 1, 2018.

The provisions of this Agreement shall not apply to any employee who has voluntarily or involuntarily left employ of the Borough prior to the signing of this Agreement. However, individuals who have voluntarily left the employ of the Borough prior to the signing of this Agreement shall be grandfathered and entitled to the benefits of this Agreement retroactive to the individual's last date of employment. Retirees and the Estate of a deceased employee who dies prior to the date of signing of the Agreement shall receive the employee's salary increase retroactively, if applicable, to the employee's last date of employment.

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:

YEARS COMPLETED	INCREASE
5 years of service	500.00
10 years of service	700.00
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 \$92.18 per meeting for each meeting in which they are assigned to attend. The Board Secretaries shall receive the same percentage salary increases as other bargaining unit employees for each year of this Agreement.

Out of Title Pay. Employees reassigned or redirected by management to perform duties at a higher classification will receive a 5% increase or minimum of the higher classification grade, whichever is highest, effective the 6<sup>th</sup> consecutive work day and retroactive to the first work day.

### ARTICLE XIII

#### PROMOTIONS, PROBATIONARY PERIOD, LAYOFF AND RECLASSIFICATION

A. The Borough will adhere to all New Jersey Civil Service Commission laws, rules and regulations regarding promotions, working test periods, layoffs and reclassifications.

B. Civil Service Commission Examinations. Employees who are scheduled to take an open competitive examination for the position in which the employee is provisional or a promotional examination administered by the Civil Service Commission of the State of New Jersey for position in the Borough shall be granted time off with pay including necessary travel time to take such examination if the examination is scheduled during the work shift of the employee. Civil Service application fees for advancement or promotional opportunities within the Borough shall be reimbursed to the employee.

### ARTICLE XIV

#### ACCESS TO PERSONNEL FILE

Upon request and with reasonable notice, any 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.

A. The Borough shall honor the request of such employee for copies of documents in the file.

B. No document of anonymous origin shall be included in the personnel file nor used against any employee.

C. The Borough agrees to protect the confidentiality of personal employee information and documentation. It shall not establish any separate personnel file which is not available for employee inspection.

- D. Each personnel file shall contain a log sheet of any individual reviewing the Personnel file including Date, Signature and Printed Name of person(s) reviewing an employee's personnel file.

## ARTICLE XV

### GRIEVANCE

#### 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 or administrative regulations, incorporated by reference in the Agreement whether 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 N.J.S.A. 34:13A-5-3, nothing herein shall be construed to deny to any individual employee his rights 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 this grievance procedure, no recourse to Civil Service remedies will be available.

#### B. 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 shall be in writing. In the absence of a written extension as aforesaid, the time limits express 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) 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 that 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.

### STEP FOUR

If the grievance is not settled to the aggrieved employee's satisfaction at Step Three, the Union representative may refer the matter to binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) working days after the determination by the Borough Administrator.

## ARTICLE XVI

### TUITION AND EMPLOYEE TRAINING

#### A. Tuition Aid Program

This program was developed for those employees who are seeking both undergraduate and graduate degrees from fully accredited institutions. One-time courses shall be financed through departmental seminar/training funds, where applicable. Internet (on-line or hybrid) courses shall be considered for reimbursement.

Employees who are receiving grant money, scholarship funding, or any other type of financial assistance shall qualify for reimbursement through this program only for the part of their tuition that has not been paid by such funding.

The requirements for participation in the tuition reimbursement program are as follows:

1. The employee must be a continuous full-time employee of the Borough of Hopatcong for a minimum of one (1) year.
2. Participation shall be restricted to off-duty hours and shall not interfere with the normal performance of the employee's duties. There shall be no home study assignments permitted during working hours.
3. Courses and degree fields shall be strictly limited to those that lead to improvements in job performance as determined by the Department Head and Borough Administrator. Approval for participation in the tuition reimbursement program shall be attained prior to employee registering for course/degree program.
4. Expenses paid by the Borough shall include tuition only. Reimbursement will be based on the following scale:  
  
100% tuition reimbursement for letter grade "A"  
75% tuition reimbursement for letter grade "B"  
50% tuition reimbursement for letter grade "C"

No tuition reimbursement shall be granted for any other grade or course status.

It shall be the responsibility of the participating employee to provide the Borough with receipts of tuition expenses incurred when applying for tuition reimbursement



5. Reimbursement by the Borough shall be made when the participant provides an official transcript or grade report to the Borough Administrator reflecting the final grade and credits earned.

Upon submission for reimbursement, payment shall be made within 30 calendar days.

6. If an employee leaves the employ of the Borough for any reason within 24 months of completion of any course in which the participating employee received tuition reimbursement, the employee must reimburse the Borough in accordance with the following schedule:

i.	Within 6 months	100%
ii.	Within 12 months	75%
iii.	Within 18 months	50%
iv.	Within 24 months	25%

#### B. Employee Training

The Borough shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, training or other such sessions which an employee is authorized by management to attend.

Employees authorized by management to perform duties and/or attend off-site training requiring the use of their own automobile, when Borough vehicle is unavailable, shall be reimbursed to reflect the current IRS rate, unless a different rate is mandated by law.

### ARTICLE XVII

#### 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 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 XVIII

### 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 rights, 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 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.
- 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 XXII

### TERMS AND RENEWAL

The term of this Agreement shall be from January 1, 2018 through December 31, 2019 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.

ARTICLE XXIII

MISCELLANEOUS

A. Break Time: All employees shall be entitled to a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. The morning break shall be taken no earlier than 10:00 A.M. and no later than 11:30 A.M. The afternoon break shall be taken no earlier 2:30 P.M. and no later than 4:00 P.M. Employees shall not be permitted to carry-over unused break time, accumulate unused break time or be compensated for unused break time in any manner.

B. Cell-Phone Reimbursement: In the event a member of the unit requires a cellular telephone to perform their essential duties as determined by the employee's department head or the Borough Administrator, a cellular telephone shall be provided or the employee may elect to receive a reimbursement of \$20.00 per month for the use of their private cellular telephone for business purposes.

C. Disability: In the event of an extended period of a medically related absence from work, an employee shall be required to utilize all banked and "accrued" sick leave, vacation leave benefits and floating holiday before the employee shall be eligible to go on unpaid leave status. At such time the employee returns to work, employee shall "accrue" balance of sick and vacation leave benefits in anticipation of continued employment thru December 31st of the year in which the employee returns from said leave.

D. Inclement Weather (State of Emergency). If the Federal, State (Governor) or Local government declares a State of Emergency and/or local travel restrictions are imposed, all non-essential employees shall be excused from work with pay and without having to use leave time or having to make up the time.

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

BOROUGH OF HOPATCONG

HOPATCONG WHITE COLLAR UNIT  
Morris Council No. 6 NJCSA, IFPTE, AFL-CIO

BY: M. L. Luce

BY: Elizabeth Sutula 9/17/18

WITNESS:

Catherine Schultz

WITNESS:

Bernadine Bea

EXHIBIT "A"

AGENCY SHOP AND DUES EDUCATION

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 bona fide 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 in accordance with applicable law.

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 only upon written authorization expressly authorizing said representation fee payment in accordance with applicable law. 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.

The foregoing reference is derived from Public Employment Relations Commission Regulation Section 9:16-2.1 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 Employment Relations Commission statute or regulations, this Article shall be deemed to have been amended to conform to such changes.