

**RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF MADISON AND EMPLOYEE FEDERATION SUPERVISORS**


**WHEREAS**, the positions of Court Administrator, Senior Citizen Coordinator, Tax Collector, Director of Project Pride, Recreation Director/Recycling Coordinator, Engineering Assistant/Construction Observer and Construction Code Official are represented for the purpose of collective bargaining by the Borough of Madison Employee Federation - Supervisors, (hereinafter "Federation"); and

**WHEREAS**, the Borough and the Federation reached agreement on the economic and non-economic terms of a collective bargaining agreement which shall be effective January 1, 1997 through December 31, 1999;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Madison, County of Morris and State of New Jersey, that the Mayor and Administrator of the Borough of Madison are hereby authorized to execute and implement the Agreement between the Borough and Federation (Supervisors).

Attest:

ADOPTED AND APPROVED  
July 13, 1998

  
MARILYN SCHAEFER  
Borough Clerk

  
GARY E. RUCKELSHAUS  
Mayor

ORDINANCE 21 - 98

ORDINANCE OF THE COUNCIL OF THE BOROUGH OF  
MADISON FIXING SALARIES AND WAGES FOR POSITIONS  
REPRESENTED BY THE BOROUGH OF MADISON EMPLOYEES  
FEDERATION - SUPERVISORS

WHEREAS, the positions of Court Administrator, Director Project Pride, Recreation Director/Recycling Coordinator, Tax Collector, Senior Citizen Coordinator, Construction Code Official, Engineering Assistant/Construction Observer are represented for the purpose of collective bargaining by the Borough of Madison Employees Federation - Supervisors (hereinafter "Federation");

WHEREAS, the Borough and the Federation reached agreement on wages and salaries for a new collective bargaining agreement which shall be effective January 1, 1997 through December 31, 1999;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Madison, County of Morris, State of New Jersey, as follows:

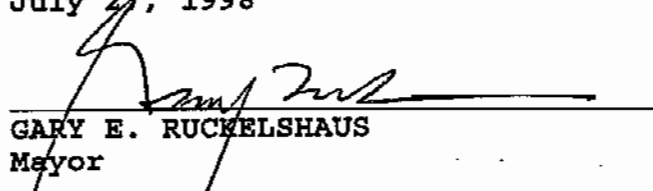
Section 1. The attached wage schedule for job classifications setting salary ranges is hereby established for the years 1997, 1998 and 1999.

Section 2. This Ordinance shall take effect as provided by law.

Attest:

  
MARILYN SCHAEFER  
Borough Clerk

ADOPTED AND APPROVED  
July 27, 1998

  
GARY E. RUCKELSHAUS  
Mayor

Introduced and passed:  
Published:  
Hearing and final adoption:  
Published:

July 13, 1998  
July 16, 1998, Madison Eagle  
July 27, 1998  
July 30, 1998, Madison Eagle

**Federation Supervisors  
Salary Ranges  
1997**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	29,132	36,084	43,036
Sr. Citizens Coordinator	29,132	36,084	43,036
Tax Collector	29,132	36,084	43,036
Director, Project Pride	34,682	43,614	52,547
Recreation Director/Recycling Coordinator	36,069	46,504	56,976
Construction Code Official	44,392	53,592	62,791
Engineering Asst., Const. Observer	44,392	53,592	62,791

**Federation Supervisors  
Salary Ranges  
1998**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	30,298	37,527	44,758
Sr. Citizens Coordinator	30,298	37,527	44,758
Tax Collector	30,298	37,527	44,758
Director, Project Pride	36,069	45,359	54,649
Recreation Director/Recycling Coordinator	37,512	48,364	59,483
Construction Code Official	46,168	55,736	65,303
Engineering Asst., Const. Observer	46,168	55,736	65,303
Tax Collector - Part Time	9,000	12,000	15,000

**Federation Supervisors  
Salary Ranges  
1999**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	31,358	38,841	46,324
Sr. Citizens Coordinator	31,358	38,841	46,324
Tax Collector	31,358	38,841	46,324
Director, Project Pride	37,332	46,947	56,562
Recreation Director/Recycling Coordinator	38,825	50,056	61,565
Construction Code Official	47,784	57,687	67,588
Engineering Asst., Const. Observer	47,784	57,687	67,588
Tax Collector - Part Time	9,315	12,420	15,525

AGREEMENT

Between

BOROUGH OF MADISON

and the

BOROUGH OF MADISON  
EMPLOYEES FEDERATION

SUPERVISORS

FOR THE TERM COMMENCING JANUARY 1, 1997

AND ENDING DECEMBER 31, 1999

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## PREAMBLE

This Agreement, made this 21st day of July 1998, by and between the BOROUGH OF Madison, New Jersey, hereinafter referred to as the "Borough" and the BOROUGH OF MADISON EMPLOYEES FEDERATION, hereinafter referred to as the "FEDERATION", is designed to maintain and promote a harmonious relationship between the Borough of Madison and the employees covered under this Agreement, in order that efficient and progressive public service may be rendered.

A R T I C L E I

RECOGNITION

Section 1

The Borough of Madison, New Jersey, recognizes the Borough of Madison Employees Federation as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment for the following job titles.

SUPERVISORS

Court Administrator  
Director, Project Pride  
Recreation Director/Recycling Coordinator  
Tax Collector  
Tax Collector-Part Time  
Senior Citizen Coordinator  
Construction Code Official  
Engineering Assist/Construction Observer

Section 2

Exclusions from this unit are White Collar Workers; Confidential employees; Managerial Executives; Police Officers; Firefighters and Blue Collar Workers.

A R T I C L E II

CONTRACT PERIOD

Section 1

This Agreement shall be effective from January 1, 1997 through December 31, 1999.

Section 2

By this Agreement the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

## A R T I C L E I I I

### HOURS OF WORK

#### Section 1

The normal work day for Supervisors starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need.

#### Section 2

It is understood by all parties that Supervisory workers will perform their duties during the normal working hours as defined by their position set forth under this contract and whatever additional hours are required to accomplish their responsibilities. They will not be held responsible for a detailed accounting of their time. It is understood that a Supervisor sets the example for the employees he/she supervises and, therefore, abuse of these privileges will not be tolerated.

## A R T I C L E I V

### RATES OF PAY

#### Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and rate of pay in the schedule which is attached hereto and made part of this Agreement. Bargaining unit work shall not be performed by other workers on a permanent basis.

#### Section 2

Longevity pay shall be considered as part of base wages for the purpose of computing overtime, holiday pay, vacation pay, sick pay, retirement and any other benefits. Entitlement of Longevity is based on the employee's initial date of hire as follows:

After 5 full years of service	\$150/yr.
After 10 full years of service	250/yr.
After 15 full years of service	400/yr.
After 20 full years of service	550/yr.
After 25 full years of service	700/yr.



RATES OF PAY - (contd.)

Section 3

Any position not listed under ARTICLE I, Section 1, that is established during the life of this Agreement that appears to be within the scope of this unit shall be subject to negotiations between the Borough and the Federation. The employer maintains the right to create a new classification and to negotiate with the Federation regarding the rate of pay and benefits for such position.

Section 4

The Borough agrees to pay wages earned on a bi-weekly basis. Payday shall be on Friday in accordance with the following schedule:

The work week shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. Wages will be bi-weekly for all straight and overtime hours. Payment of wages earned in that bi-weekly period will be paid on Friday following the bi-weekly period reported. Employees will be paid during a.m. work hours. When payday falls on a holiday, then the preceding day will be payday.

Section 5

A) Within the salary ranges which are attached to this Agreement (see Appendix A), all supervisors shall receive a salary increase of 4% on base salary January 1, 1997; 4% on base salary January 1, 1998; and 3.5% on base salary January 1, 1999.

B) New employees hired shall be paid a salary on or between the base and top of the range depending on experience, as determined by the Borough.

C) Newly hired employees shall receive the salary increase specified under Article IV, Section 5A, six months after the date of hire or the date specified above, whichever is later.

A R T I C L E V

PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1

It is the intention of the Borough to fill job vacancies with qualified Personnel from within the bargaining unit before hiring new employees.

PROMOTIONS, DEMOTIONS AND TRANSFERS - (contd.)

Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include an increase from a lower pay range to a higher pay range.

Section 3

Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for five (5) days and will include job title, salary range and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

Section 4

Promotions shall be offered to a qualified Borough employee who has bid for the job.

Section 5

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.

Section 6

Reassignment of Personnel - ARTICLE V, Section 6) - When there is an operational need, an employee may be reassigned to a position in the same salary Range for a thirty (30) day period. An employee may be reassigned to a position at a different Range only if agreed to by that employee. Either type of reassignment can be made for a longer period if agreed to by the employee. A person reassigned to a position in a higher salary range who works for a thirty (30) day period or longer, shall receive pay differential not to exceed 5% more or the amount which was paid to the employee for whom the reassignment was made, whichever is less. During the time of reassignment a worker shall not be expected to perform the full duty of his/her regular position and the full responsibilities of the reassignment position; nor shall the employee be asked to work beyond a thirty-seven and a half (37-1/2) hour work week unless he/she agrees to it or the overtime work would have occurred with his/her regular job had the reassignment not been made. No worker shall be reassigned more than twice in one year or for a period of time totaling more than forty-five (45) days unless the worker agrees to the longer reassignment.

## A R T I C L E VI

### SICK LEAVE AND PERSONAL LEAVE

#### Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

#### Section 2

If an employee is on sick leave more than four (4) consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, the Borough may request medical certification.

#### Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

#### Section 4

Each employee reaching retirement age will be entitled to time off with pay prior to their retirement date of one-half (1/2) of his/her accumulated sick leave days not to exceed sixty (60) working days. No additional compensation will be made if the employee elects to continue to work during that interval.

#### Section 5

Time spent in the care of a sick family member is allowable as sick leave. No more than 5 sick days can be used in this way in any one year, however.

#### Section 6

A) Each employee with at least one full year of service is entitled to two (2) Personal Days which shall not be charged against accumulated sick leave.

B) A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal Days cannot be used in conjunction with a holiday. They must be taken one (1) at a time or in half day segments. An employee shall submit notice in advance to his/her supervisor of his/her intention to use a Personal Day.

A R T I C L E VII  
VACATIONS

Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

PERIOD OF EMPLOYMENT	VACATION
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks

Section 2

Upon mutual agreement between the employer and employee, those employees who have served the Borough for twenty (20) years may choose to receive one (1) day's pay (current rate at the time) added to their base pay in lieu of added vacation time during the twenty-first (21st) through the twenty-fifth (25th) years of service. Should they choose this option, such employees shall be granted one (1) more day's pay upon completion of their twenty-fifth (25th) year of service to the Borough. Those employees not choosing this option shall be granted additional vacation time as follows:

PERIOD OF EMPLOYMENT	ADDITIONAL DAYS	VACATION
20 years service	1 day	21 days
21 years service	2 days	22 days
22 years of service	3 days	23 days
23 years service	4 days	24 days
24 years service	5 days	5 weeks

A R T I C L E VIII

HOLIDAYS

Each of the following holidays are recognized by the Borough and shall be paid one day's pay at straight time without performing work:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly. With mutual agreement of the parties the day before or the day after July 4th or Christmas can be substituted for Lincoln's Birthday in any year.

#### A R T I C L E IX

##### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he/she is required to be in ANACDUTRA attendance.

#### A R T I C L E X

##### FUNERAL LEAVE

Bereavement - The following bereavement policy shall be followed:

In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted five consecutive days just before and after the funeral for bereavement and to assist the family during this time of grief. In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law or grandchild, not residing with an employee, up to three days shall be granted with pay for this purpose.

In the event of the death of a grandparent, cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above listed relatives.

## A R T I C L E X I

### CREDIT FOR PRIOR SERVICE

#### Section 1

An employee hired by Madison who was previously employed by the State of New Jersey, a County Government in New Jersey or a Municipality in New Jersey, shall be given credit for this prior service.

#### Section 2

The employees described above shall be credited with additional sick days beyond those provided for in an amount equal to the number of sick days previously accumulated but not used during the period of prior service; provided, however, that additional sick days shall not exceed a maximum of fifty (50) sick days and that no credit shall be given for any previously accumulated sick days for which such employee was paid upon terminating said prior service.

#### Section 3

These employees shall be entitled to a credit for prior service for purposes of determining the entitlement to longevity increments as provided in this Agreement (Article IV, Section 2), by treating the number of years of prior service as additional years of Borough employment for purposes of said determination.

#### Section 4

Employees previously enrolled in the New Jersey State Health Benefits Program shall be allowed to transfer these benefits immediately upon starting work with the Borough.

#### Section 5

In the event of any conflict or inconsistency between this Section and any other Section of this Agreement, the provisions of this Section shall apply.

#### Section 6

The provisions of this Section take effect immediately upon approval of this Agreement. There shall be no entitlement to retroactive benefits.

## A R T I C L E X I I

### JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

## A R T I C L E XIII

### PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## A R T I C L E XIV

### LAYOFF AND RECALL

The Borough may layoff employees only due to a temporary lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the President or Vice President. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

## A R T I C L E XV

### DISABILITY

#### Section 1

The Borough will pay any employee injured in the line of duty full pay up to one (1) year as prescribed by a physician designated by the Borough, if that injury is of a temporary nature (temporary disability benefits). Any employee permanently injured and unable to return to his/her position shall be retired from his/her work as provided for in the State pension system and Worker Compensation Laws at the time a physician certifies that this is necessary.

#### Section 2

While any employee is receiving temporary benefits from the Workers Compensation insurance carrier and full pay from the Borough, he/she will reimburse the Borough in the amount of temporary disability benefits received.

DISABILITY (Continued)

Section 3

An employee will not be required to compensate the Borough for any permanent disability benefits received.

Section 4

When an employee is temporarily disabled in the line of duty, said disability shall not infringe on the employee's sick time.

A R T I C L E XVI

HEALTH CARE INSURANCE PROGRAM

Section 1

The employees of this bargaining unit and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

Section 3

Effective January 1, 1999, the current deductibles shall be changed from \$100/200 to \$200/400. Further, there shall be a maximum lifetime benefit of \$1,000,000.

A R T I C L E XVII

SAFETY AND HEALTH

Section 1

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.



SAFETY AND HEALTH - (contd.)

Section 2

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

Section 3

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary, corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

Section 4

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

Section 5

A designated and duly authorized member of the Federation shall serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve local health and safety issues.

Section 6

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

Section 7

Committee meetings shall be scheduled at the request of the Federation but in no case shall be held more often than once during a three-month (3) period.

Section 8

Where reasonably possible, all Committee meetings shall take place during working hours and the Federation representative shall suffer no loss of pay as a result of attendance at such meetings.

SAFETY AND HEALTH - (contd.)

Section 9

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

Section 10

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

A R T I C L E XVIII

TUITION REIMBURSEMENT

Employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$300. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

A R T I C L E XIX

DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

Section 2

A copy of any written reprimand or memo to the file will be sent to the President or Vice President the same day that it is given to the employee.

Section 3

Before an employee is suspended, the Federation President or Vice President shall be notified and may be present when the action is taken.

Section 4

The Federation President or Vice President shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; he or she may meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

Section 5

When warnings are given in writing, a copy of such a warning shall be given to the employee and the Federation President or Vice President.

Section 6

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration.

A R T I C L E X X

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 2

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

Section 3

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1

The employee and the Federation representative from the same bargaining unit (either President or Vice President), or the employee individually, but in the presence of the appropriate representative, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the appropriate representative shall forward the grievance to the next step in the procedure within two (2) working days.

## Step 2

The President or Vice President will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the President or Vice President shall take up the grievance at the next step within two (2) working days.

## Step 3

The Federation President or Vice President, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by the Federation within thirty (30) days.

## Step 4

The Federation may take the case to arbitration. Should the Federation elect to arbitrate, the Federation will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Federation and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

# A R T I C L E XXI

## DUES CHECK OFF

### Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Federation. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

### Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

DUES CHECK OFF (Con'd)

Section 3

Deduction of Federation Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Federation's bank account, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Federation during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

Section 5

The Federation shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to this Article.

A R T I C L E XXII

FEDERATION RIGHTS

Section 1

The Borough recognizes the right of the Federation to designate one (1) President and one (1) Vice President who will represent both the White Collar Workers and the Supervisors Federations. Only one (1) of the representatives may be chosen from the White Collar group and one (1) from the Supervisor group.

Section 2

The President or Vice President is the representative of the Federation and, as such, will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the President or Vice President will investigate and discuss with Management any work-site problems in accordance with the Grievance Procedure herein.

FEDERATION RIGHTS - (contd.)

Section 3

The President or Vice President, after requesting permission and being granted approval from his supervisor prior to leaving the job, shall be permitted to investigate, present and process grievances without loss of time or pay.

Section 4

The Borough will be advised in writing within one (1) week of the election, of the names of the President or Vice President who have been authorized to act on behalf of the Federation.

Section 5

Bulletin Board - The Borough agrees to provide a suitable board for the exclusive use of the Federation to post official notices relating to meetings and other Federation affairs. This shall also be the board where job notices will be posted.

Section 6

The Borough will notify the President or Vice President, in writing, of any promotions and transfers within five (5) days of this action.

Section 7

The Borough will provide the Federation with an updated list of covered employees which shall be a copy of the salary and wage ordinance or contract.

Section 8

All written notification shall be made to the President or Vice President.

Section 9

The President or Vice President will be granted leave without pay for the purpose of attending to Federation business outside the premises of the Borough upon approval of the Borough Administrator.

Section 10

At the time promotional opportunities are posted, a copy will be sent to the President or Vice President.

FEDERATION RIGHTS - (contd.)

Section 11

Notices of all job vacancies will be sent to the President or Vice President at the time they are posted. A copy of the job description will also be given to the Union at that time.

Section 12

The President or Vice President will be notified in writing at the same time as the employee of termination of employment and demotions.

Section 13

An outside consultant, hired by the Federation, shall be admitted to Borough premises on Federation business with the approval of management. He/she will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers shall not be given by the Borough to any employee organization other than the Federation, or to any officer or representative of any other organization for the purpose of communicating with employees in this unit.

Section 14

The President or Vice President shall have super seniority in case of layoff in his/her classification.

A R T I C L E XXIII

MANAGEMENT RIGHTS

Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate

MANAGEMENT RIGHTS (con'd)

reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

A R T I C L E XXIV

NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Federation agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Federation will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Federation, its officers and agents shall not be held liable for any such unauthorized acts.

A R T I C L E XXV

NONDISCRIMINATION

Neither the Borough nor the Federation will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

A R T I C L E XXVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties 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 unless here specified. 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.



A R T I C L E XXVII  
SEPARABILITY

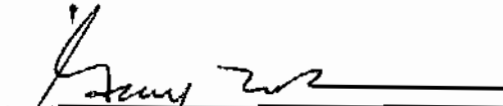
In the event that any provision of this Agreement shall at any time be declared invalid by any court competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

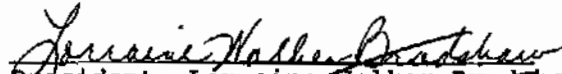
A R T I C L E XXVIII  
DURATION

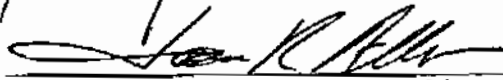
This Agreement shall be in full force and effect as of January 1, 1997 and shall be in effect to and including December 31, 1999, without any reopening date. On or after September 1, 1999 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for succeeding contract years.

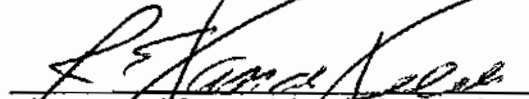
BOROUGH OF MADISON

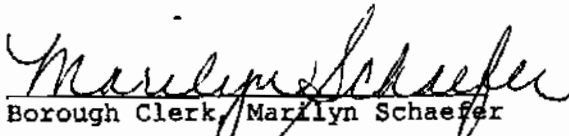
BOROUGH OF MADISON  
EMPLOYEES FEDERATION


  
\_\_\_\_\_  
Mayor, Gary E. Ruckelshaus

  
\_\_\_\_\_  
President, Lorraine Walker-Bradshaw

  
\_\_\_\_\_  
Administrator, James R. Allison

  
\_\_\_\_\_  
Vice President, Richard Van de Velde

  
\_\_\_\_\_  
Borough Clerk, Marilyn Schaefer

  
\_\_\_\_\_  
Representative, Alan Alise

**Federation Supervisors  
Salary Ranges  
1997**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	29,132	36,084	43,036
Sr. Citizens Coordinator	29,132	36,084	43,036
Tax Collector	29,132	36,084	43,036
Director, Project Pride	34,682	43,614	52,547
Recreation Director/Recycling Coordinator	36,069	46,504	56,976
Construction Code Official	44,392	53,592	62,791
Engineering Asst., Const. Observer	44,392	53,592	62,791

**Federation Supervisors  
Salary Ranges  
1998**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	30,298	37,527	44,758
Sr. Citizens Coordinator	30,298	37,527	44,758
Tax Collector	30,298	37,527	44,758
Director, Project Pride	36,069	45,359	54,649
Recreation Director/Recycling Coordinator	37,512	48,364	59,483
Construction Code Official	46,168	55,738	65,303
Engineering Asst., Const. Observer	46,168	55,736	65,303
Tax Collector - Part Time	9,000	12,000	15,000

**Federation Supervisors  
Salary Ranges  
1999**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	31,358	38,841	46,324
Sr. Citizens Coordinator	31,358	38,841	46,324
Tax Collector	31,358	38,841	46,324
Director, Project Pride	37,332	46,947	56,562
Recreation Director/Recycling Coordinator	38,825	50,056	61,565
Construction Code Official	47,784	57,687	67,588
Engineering Asst., Const. Observer	47,784	57,687	67,588
Tax Collector - Part Time	9,315	12,420	15,525