

**BOROUGH OF MIDDLESEX**

**WHITE COLLAR EMPLOYEES CONTRACT**

**JANUARY 1, 2010 TO DECEMBER 31, 2011**

**(Two Years)**

**DIFRANCESCO, BATEMAN, COLEY, YOSPIN,  
KUNZMAN, DAVIS & LEHRER, P.C.  
15 MOUNTAIN BOULEVARD  
WARREN, NEW JERSEY 07059**

**BY: MICHAEL V. CRESITELLO, JR., ESQ.  
BOROUGH ATTORNEY**

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## ARTICLE 1 - RECOGNITION

A. The Borough of Middlesex, a municipal corporation of the State of New Jersey, whose principal offices are located at 1200 Mountain Avenue, Middlesex, New Jersey 08846 (hereinafter referred to as "Borough") agrees to and does hereby recognize Local 255, United Service Workers, IUJAT, (hereinafter referred to as "Union") as the exclusive and sole representative for collective negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968 and its successors for the following described unit: all white collar employees, including but not limited to Custodian, Administrative Assistant-Police Department, Administrative Assistant-Department of Aging, Technical Assistant, Senior Certified Technical Assistant, Violations Clerk, Deputy Court Administrator, Finance Clerk, Police Records Clerk, Senior Citizens Bus Driver, and Recreation Secretary, employed by the Borough. Excluded from this unit are police employees, managerial executives, confidential employees, craft employees, Treasurer, Tax Collector, Borough Clerk, Deputy Borough Clerk, Court Administrator, Chief Financial Officer, Recreation Director and Senior Citizen Coordinator.

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Union in the negotiating unit as above defined.

## ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. The Union shall submit, in writing, its demands for collective negotiations with the Borough no later than September 1 of the calendar year preceding the expiration period of the existing Agreement. The parties agree to meet to commence negotiations no later than September 15<sup>th</sup> and at such other reasonable times thereafter to negotiate in accordance with Chapter 303, Public Laws of 1968 and its successors.

B. The Borough shall make available, upon written request by the Union, all information, which by law, is public in nature.

C. Neither party shall have control over the selection of or the number of the negotiating representatives of the other.

D. All negotiations shall be held at mutually agreeable times.

E. 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 3 - GRIEVANCES

A. For purposes of this Agreement, the term "grievance" shall mean any difference or dispute between the Borough and the Union or between the Borough and any employee with respect to the interpretation, application and/or violation of any provisions of this Agreement.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff. Any resolution of this matter shall be reduced to writing and a copy forwarded to the Union.

C. The procedure for settlement/disposition of grievances shall be as follows:

Step 1: Within ten (10) calendar days from the time the affected employee, group of employees, or the union become aware of or should have become aware of a grievable event, the aggrieved employee, group of employees, or union, shall reduce the grievance to writing on the approved forms. The grievance shall include what remedy or restitution is being sought by the Union/grievant. The grievant, with or without the Shop Steward present, shall discuss the grievance with the Supervisor who shall attempt to settle the grievance within fifteen (15)

calendar days from the date when the grievance is presented or when the grievance first occurred or could have been presented in the form of a grievance.

Step 2: If the parties fail to obtain a mutually satisfactory solution, or the aggrieved employee is dissatisfied with the Supervisor's decision, or there has been no decision rendered within the time limits specified in Step 1, the grievant shall submit the written grievance, within seven (7) calendar days of the Supervisor's decision or time limit in which to present said decision, to the Borough Clerk in writing for consideration by the Mayor and Borough Council, who shall endeavor to render a decision within twenty-one (21) calendar days from receipt of the grievance.

Step 3: If the grievance is not settled through Steps 1 or 2, the Union shall have the right to submit the dispute to arbitration within twenty (20) calendar days of the decision of the Mayor and Borough Council or, if there has been no decision rendered within the time limits specified in Step 2, to the Public Employment Relations Commission (PERC). The arbitrator selected, according to the rules and regulations of PERC, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding, subject to appeal under law.

a. The parties will direct the arbitrator to decide as a preliminary question whether or not the arbitrator has the jurisdiction to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provisions of this Agreement, the Constitution and laws of the United States and the State of New Jersey and be

restricted to the application of the facts presented to the arbitrator involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from any provisions of this Agreement. No dispute arising out of any questions as to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

c. The arbitrator shall be limited to deciding one (1) issue upon one (1) set of facts. No multiple grievance arbitrations will be permitted unless mutually agreed upon by the parties.

d. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Borough and the Union.

D. Failure to act within the time periods set forth in either Steps 1, 2, and or 3 by the grievant/Union shall be deemed an abandonment of the grievance by the employee and the Union.

E. The time limits stated herein shall be strictly adhered to. The time limits shall be adjusted only by mutual agreement between the parties in writing, signed by representatives of both parties.

#### **ARTICLE 4 - EMPLOYEE RIGHTS**

A. The Borough and the Union recognize the right of employees to form, join and assist any employee organization or to refrain from any such activity for the purpose of collective negotiations with the Borough in accordance with State statutes.

B. The Borough and the Union agree that there shall be no reprisals of any kind taken against any employee by reason of membership in, or refusal to join with, the Union.

C. No employee shall be disciplined without just cause.

D. Employees shall be entitled to Union representation at any meeting in which the employee requests it, relating to union business.

E. The employees do not have the right to strike or take part in any other job action.

**ARTICLE 5 - UNION RIGHTS/USE OF BULLETIN BOARDS**

A. The Union shall have reasonable use of a bulletin board in the work place. The location of the bulletin board shall be in a non-public area, accessible to the employees. No material shall be placed on the bulletin board unless it is on Union letterhead and signed by the Union president or designee. No offensive or derogatory materials or characters regarding Union members and/or Borough officials shall be placed on the board.

**Rights and Privileges**

B. The rights and privileges of the Union and the ~~representatives~~ as set forth in this Article shall be granted only to the Union as the exclusive representative of the employees and to no other organization.

C. To the extent that scheduling permits and without affecting the operations of the Borough, the Supervisor and the Borough will grant adequate free time to the Shop Steward or his/her designated official to conduct activities and functions to the extent that the Borough and the Union agree such activities are of mutual benefit.

**Scheduling of Meetings**

D. Should negotiations, grievances or other meetings be mutually scheduled by the parties, participants shall suffer no loss in pay.

**ARTICLE 6 - AGENCY SHOP & DUES CHECK-OFF**

A. Agency Shop

1. Representation Fee

The Borough agrees to deduct a fair share fee from the earnings of those union eligible employees who elect not to become a member of the Union and transmit the fees to Local 255 after written notice of the amount of the fair share assessment is furnished to the Borough.

2. Computation of Fair Share Fee

The fair share fee for services rendered by the Union shall be in an amount equal to regular membership dues, initiation fees and assessments of the majority representative less the cost of benefits financed through the dues and available only to the members of the majority representatives, but in no event shall the fee exceed eighty-five (85%) of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals on collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

3. Challenging Assessment Procedure

a. The Union agrees that it has established a procedure by which a nonmember employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.



b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

4. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Ninety (90) days following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10<sup>th</sup>) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

5. Payment of Fee

The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

6. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

7. Miscellaneous

- a. The Union shall indemnify, defend and save 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 in reliance upon fair share information furnished by the Union or its representatives.

b. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

8. Dues Check-Off

a. Payroll deductions for dues to the Union from members who are employees of the Borough covered by this Agreement shall be made by the Borough upon the written submission to the Borough by the Union of notification from said employee authorizing the deduction of dues from their pay and the amount of dues to be deducted. The appropriate Borough official shall forward said dues deductions to Local 255 on monthly intervals. Employees shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Borough, pursuant to law.

b. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

**ARTICLE 7 - HOLIDAY & HOLIDAY PAY**

A. There are currently twelve (12) paid holidays for Borough employees:

**New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Columbus Day  
Thanksgiving & Day after Thanksgiving  
Christmas Day**

B. In addition to the above paid holidays, the employees are entitled to one (1) personal day and two (2) "floating" holidays. These floating holidays must be taken and employee cannot choose to be paid in lieu of taking these holidays. No more than two (2) people per department can take a "floating" holiday at any one time and the holiday will be given by seniority in the event that more than two (2) people seek to have the same "floating" holiday. One (1) week advance notice must be given to the supervisor by the employee requesting a "floating" holiday, except in cases of emergency. It is further understood that an employee may choose to request a "floating" holiday at the beginning or at the end of a vacation period; however, the "floating" holiday cannot be taken before or after a major holiday without supervisory authorization.

C. In order to receive holiday pay, an employee must work the full scheduled work day before and the full scheduled work day after the holiday, unless the employee can prove, by a doctor's certificate, that he/she was ill on either or both of the scheduled days before and/or after the holiday or was absent for good cause and the Department Supervisor and Council Person in charge of the department approved the employee's absence.

**ARTICLE 8 - VACATION**

A. Vacations will be granted under the following schedule:

Date of hire to end of same year - one day per month (not to exceed 10 days)

1 year to 3 years - 10 working days

Commencing January 1<sup>st</sup> of the year in which the employee will attain four (4) years of service, the vacation days will be increased by one (1) additional day for each year of service over three (3) years, with a maximum vacation limit of twenty-five (25) days. No one now enjoying a greater vacation than he/she would receive under the new system will lose this benefit and this benefit will continue at the present rate until his/her time on the job would let him/her fall into the system with no loss of vacation time. All periods of employment shall be computed from January 1<sup>st</sup> of the year of appointment or employment unless the date of said appointment took place on or after July 1<sup>st</sup>, in which case said period of employment shall be computed from January 1<sup>st</sup> of the year following said appointment or employment. The payment (granting) of the above vacation benefits shall be made retroactive to January 1<sup>st</sup> of each year.

B. Vacations shall be earned in keeping with the present schedule. Employees shall indicate their choice of particular days or weeks to their supervisor in accordance with present practice. In case of conflicts, the employee(s) with the greatest seniority shall prevail. When single day vacations are taken, the employee must receive supervisor's approval.

C. Five (5) days vacation can be carried over into the next year if the individual has fifteen (15) accrued vacation days. This must be approved by the Supervisor.

D. Vacation time may be used in half-day increments with permission of the department head or his/her designee as long as it does not impair the functioning of the department.

#### **ARTICLE 9 - SALARY AND OTHER COMPENSATION**

A. Overtime shall be paid to any employee working more than their regularly scheduled workday (or staggered schedule as is currently worked in the Courts). For purposes of this Article, all paid time off shall be calculated as time worked.

Regular overtime shall be paid to employee(s) at time and one-half (1 1/2). Any employee who is required to work on a Sunday shall be paid double (2x) time for working on that particular day, regardless of the number of hours the employee may have worked during the preceding week. Furthermore, any employee who works on a holiday, as set forth in Article 7, Section A, shall be paid double (2x) time, regardless of the number of hours the employee may have worked the preceding week.

B. The longevity benefits which existed previously have been modified and the pre-existing longevity program which provided for a two (2%) increase for each five (5) years of service without limitation, has been amended to provide for a two (2%) percent increase for each five (5) years of service, with the maximum longevity bonus that an employee may now expect to receive to be eight (8%) percent.

C. For any new employees hired after December 31, 1983 and before December 31, 1984, the following schedule of longevity benefits shall apply: Two (2%) percent increase for each seven (7) years of service, with the maximum longevity bonus that an employee may expect to receive to be eight (8%) percent.

D. Longevity for all new employees hired after December 31, 1984 at 11:59 pm is eliminated. Longevity shall be included in the base pay for pension purposes commencing January 1, 2001.

#### **ARTICLE 10 - SICK AND PERSONAL DAYS**

A.1. Regular and permanent employees shall be entitled to twelve (12) working days of sick leave with pay, in each calendar year, after they have completed one (1) full year of satisfactory continuous service, except as noted below.

2. Two (2) of the above referenced sick days may be used as personal days. If personal days are not used, they are non-cumulative as personal days, however, they would be cumulative as regular unused sick days.

B. Regular employees with less than one (1) full year of continuous satisfactory service, shall be entitled to one (1) working day of sick leave with pay, for each completed calendar month of service up to twelve (12) months. Sick time is not to be used as personal time or for doctor's appointments unless related to the illness for which the individual is taking sick time.

C. Upon attaining normal retirement, the employees will be entitled to reimbursement for sick days, which are accumulated from January 1971 forward. ["Normal Retirement" will be defined as that retirement which occurs when an employee is eligible for payment from PERS.] These sick days will be granted either in the form of time off with pay just prior to retirement or lump sum payment (up to 50 days) upon retirement. Unused sick leave may be accumulated. Sick leave cannot be used in advance of its accrual and after third day must be justified by medical certification. There shall be a limit of fifty (50) days accumulated sick time paid to employees. Additional days shall be paid in compensatory time off, upon any retirement.

D.1. Any employee on sick leave or disability other than those covered by workmen's compensation is covered by temporary disability insurance. The temporary disability insurance commences in the eighth (8<sup>th</sup>) consecutive day of disability. An employee on disability is paid

sick leave for the first eight (8) days (including weekends). On the 8<sup>th</sup> consecutive day the employee may elect to go on temporary disability or remain on sick leave. If an employee chooses to be paid as sick leave the employee shall be paid at their current rate of pay until they either return to work or exhaust their sick bank. An employee becomes eligible for Temporary Disability when they exhaust their sick bank.

2. If an employee elects to go on Temporary Disability, the Borough will pay the difference over and above that which is received by the employee from the insurance company so that the employee will be paid seventy-five (75%) of their normal salary for up to six (6) months.

3. If an employee is disabled due to surgical procedures resulting from disease related health problems the Borough will pay the difference over and above that which is received by the employee from the insurance company so that the employee will receive one hundred percent (100%) of their normal salary for up to three months and seventy five percent (75%), per 2 above for an additional three (3) months (six months total) thereafter if the employee remains on Temporary Disability.

F.1. A request for use of a personal day must be submitted to the Department Supervisor no later than three (3) working days before the day(s) requested, unless the request is a result of an emergency, which is defined as a situation that was totally unforeseen by the employee at the time the request was made. When the request has been submitted in advance, the Department Supervisor shall make every effort to grant the particular day(s) requested.

2. When the request is the result of an emergency and has not been submitted in advance, the request shall be granted.

G. All employees shall be entitled to sell back six (6) days of sick leave, or eight (8) days of sick leave if an employee has twenty- five (25) or more days in their sick bank, each year during the term of this contract. The purpose of this provision is to encourage employees to have good attendance at work and to reward the employees for good attendance at work. The Borough wishes to encourage its employees to save sick days so that, in the event the employee should need sick leave time because of either sickness or disability, the employee who would have such time saved would thereby be able to receive payment during the time the employee misses work because of either sickness and/or disability. Although the employment contract provides for an employee to receive a portion of the normal salary while on disability or while recovering from surgical procedures, the employee must still utilize sick days if absent from work because of either sickness, disability or surgical procedures and it is in the best interest of the employees to accumulate sufficient sick time to cover themselves in the event of a prolonged absence from work. If an employee wishes to sell back any portion of unused sick days during the term of this agreement, the employee must request payment for unused sick days in writing by no later than November 15<sup>th</sup> of each calendar year and payment of the unused sick leave time will be made to the employee, at the employee's rate of pay during the calendar year, in the first paycheck of December of that calendar year.

**ARTICLE 11 - HOSPITALIZATION AND INSURANCE**

- A. Insurance cost for long-term disability will be paid in full by the Borough.
- B. The Borough of Middlesex agrees to pay for the cost of New Jersey State Health Benefits Insurance for all employees and dependents who are a party to this contract and retired employees who had twenty-five (25) years or more as Borough employees as provided under



Chapter III, P.L. 1973 (N.J.S.A. 52:14-17.38 and under N.J.S.A. 52:14-17.25 et seq.), commonly known as the New Jersey Health Benefits Program Act.

C. Term life insurance coverage shall be \$10,000 per employee, the cost of which shall be borne by the Borough.

D. The Borough of Middlesex agrees to continue the existing Dental Plan for the life of the Contract, as follows:

Co-payment: Preventive and Diagnostic	100%
Remaining Basic Services	70/30
Prosthodontic Benefits	50/50
Orthodontic Benefits	50/50

The above programs are based upon the Usual, Customary and Reasonable Fee Concept.

The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,000. Orthodontic Benefits are subject to a \$500 maximum per case, which is separate from the \$1,000 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

E. The Borough reserves the right to present alternate Hospitalization and Insurance proposals during the contract term. If after meeting and discussing the proposed changes, it is mutually determined that the alternate Hospitalization and Insurance provides coverages that are equal to or better than the current health insurance plan, the Borough shall have the right to change insurance carrier. Any employee who, at the time an insurance carrier may be changed, is undergoing ongoing treatment shall be entitled to continue said treatments with the original insurer until the treatments have been concluded.

F. The Borough shall continue its current eyeglass plan for all employees and their families. The employee shall be entitled to \$100.00 per calendar year maximum, for the employee and/or his/her family or \$200.00 total over a two (2) year period commencing with the effective date of this Agreement.

G. The parties to this Agreement recognize that there is developing State law with regards to the implementation of a base salary contribution for health insurance. It is both parties understanding of that law that members of this collective bargaining agreement will not contribute a portion of their base salaries towards health insurance for the period of this agreement. In the event that, as a result of State law, interpretation by the Courts or administrative agency, that the members of this collective bargaining unit are subject to the payment towards the cost of health insurance, then the Borough and the Union will meet to negotiate a reopener to address the impact of said decision.

#### **ARTICLE 12 - UNIFORMS**

The custodian uniform allowance shall be equal to that received by the members of the DPW unit. Effective January 1, 2007, that amount shall be \$500 per year.

#### **ARTICLE 13 - COMPENSATION FOR WORK RELATED INJURY**

The following changes shall take place regarding the payment of employees who are now or shall be absent from work because of work-related injury and who are considered to be receiving workmen's compensation:

During the calendar year and regardless of the number of accidents in which an employee is involved, the employee shall receive full pay up to one (1) year if job-related injury occurs while adhering to all safety rules and regulations. The Borough will pay the difference over and

above that which is received by the employee from the insurance company so that the employee will receive 100% of his normal salary.

#### **ARTICLE 14 - SAFETY EQUIPMENT**

All employees are entitled to a healthy and safe work environment. All safety or health complaints shall be forwarded directly to the Mayor's office for immediate response (twenty-four (24) hours).

The Borough agrees to provide all necessary safety equipment for the safe and efficient execution of an employee's job and the employee will wear the safety equipment provided by the Borough when performing his/her duties.

#### **ARTICLE 15 - DUTY FREE LUNCH PERIODS**

- A. Past practice, under the Supervision of the Mayor/Council designee, regarding lunches shall continue.
- B. Employees are entitled to one hour for lunch.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

- A. In the event of the death of a Borough employee, permission to attend the funeral shall be at the discretion of the Supervisor.
- B. In the event of a death in the employee's immediate family, or the death of a relative who resides with the employee, the Council will grant a three (3) day leave of absence with pay if deemed necessary, to the employee, on the recommendation of the Department Head. A day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance or location. For purposes of bereavement leave, the term "immediate family" shall mean and refer to the employee's spouse, child and his or her spouse's parent or his/her parents or his/her brother or sister or any member of the immediate household.

C. Any employee will be given one (1) day off with pay to attend the funeral of a "near relative", which is defined as follows:

Employee's - Grandchildren, Godfather or Godmother, Aunt or Uncle

Spouse's - Grandchildren, Brothers or Sisters

Employee's and Spouse's - Grandchildren, Grandmother, Grandfather, Son-in-Law and Daughter-in-Law.

D. Employee must provide the Borough Clerk with reasonable verification of the decease of a near relative.

#### **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

A. Probationary employee description to be added to ordinance. Probationary period shall be six (6) months. An employee may be terminated during or at the end of the six-month period without recourse through the grievance and arbitration provisions of this Agreement.

B. Vacant Positions. None of the reductions or restructured positions resulting from the employment actions authorized by the Borough Council in connection with the 2010 municipal budget shall be deemed to be promotions. All vacant positions (including variant positions) shall be posted in the Borough Hall. All positions will be posted for a period of at least seven (7) days. In addition, the Shop Steward shall receive a copy of all posted positions. In the case of a new position, the Employer shall notify the Union Business Agent of the Employer's desire to create a new bargaining unit position at least thirty (30) days prior to posting said position. The Union and the Employer shall use the thirty (30) day period to negotiate pursuant to NJ State the appropriate rate of pay for the new position.

1. All current employees shall have the right to apply for any vacant or new positions. The most qualified applicant shall be hired to fill vacancies.

2. In the event an employee is promoted from one grade to another higher grade the employee shall receive an increase of 5% and serve a 30-day work test period. After the successful completion of the 30 day work test period the employee shall remain permanent in the new position and shall be paid an amount equal to the lowest paid employee in that grade and shall receive pay increases according to the schedule in Appendix A.

3. In the event the employee fails the work test period the employee shall have the right to be re-instated to his/her original position.

C. Upgrades. None of the reductions or restructured positions resulting from the employment actions authorized by the Borough Council in connection with the 2010 municipal budget shall be deemed to be upgrades. In the event an employee or his/her supervisor feels that the job duties being performed by an employee covered under this agreement have expanded to include increased responsibility, skill or ability, increased technical or certificate requirements, etc. that employee shall have the right to request an upgrade to a higher grade. The employee and/or supervisor shall notify the Mayor and/or Council in writing regarding his/her request. The Mayor or the Mayor's designee will meet with the union regarding the employee's upgrade request. Any current employee who is successfully upgraded shall be paid an amount equal to the lowest paid employee in that grade and shall receive pay increases according to the schedule in Appendix A.

D. Jury Duty - Any employee assigned to jury duty must provide the Borough Clerk with verification from the court that he/she was in attendance. If excused or not scheduled to serve on any day or days during this assigned jury duty, he/she must report to work.

E. All the benefits created prior to this agreement not mentioned above will remain in full force and effect.

F. The Borough of Middlesex has and hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey. The exercise of these powers, rights, authority, duties and responsibilities by the Borough by the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. It is further understood and agreed that proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before it is established pursuant to law.

G. The Borough and the Union shall carry out the commitments contained herein and give them full force and effect as policy.

H. Any individual contract between the Borough and an individual employee heretofore or hereinafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, the Agreement shall be controlling.

I. If the Borough decides, in its sole discretion, that there must be a reduction in force ("RIF"), said reduction shall be on the basis of reverse seniority. Employees that are called back from a layoff situation shall be returned to the current rate and shall be given seniority credit as if that employee were regularly employed. Further, it is understood and agreed that employees who have been placed in a layoff situation, maintain the right of reemployment for a three (3) year period. In addition, the Union recognizes the right of the Borough to deviate from the reverse seniority procedure for good cause, business justification and if permitted by law.

J. If any section, subsection, subdivision, clause or provision of this contract agreement shall be adjudged invalid, such adjudication's shall apply only to the section, subsection, subdivision, clause or provision so adjudged, and the remainder of the written contract shall be deemed valid and effective. The parties agree to meet and negotiate a replacement provision.

K. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues as presented by the Union and Management. This provision shall in no way prohibit the Union from raising any past practice argument through the agreed upon grievance procedure or prohibit the parties from negotiating with respect to any such matter as required by law. Neither side for the period of this agreement shall present any additional proposals that could have been presented during these negotiations.

L. Each employee covered under this Agreement shall be supplied a copy of this agreement.

M. The custodian shall receive a minimum of two (2) hours pay for each and every call out. Said two (2) hour call out minimum shall be paid whether the employee works the full two (2) hours or not.

N. The Borough shall have the flexibility to temporarily move personnel from office to office (job function to job function) as the workload demands.

#### **ARTICLE 18 - WAGES**

A. All current employees shall be paid according to the schedule in Appendix A.

B. There shall be no wage increase for the term of this agreement.

C. Any employee hired after the execution of this agreement shall receive step increases of 5% on his/her anniversary in addition to the general wage increase until that employee is earning the top rate for that grade.

D. New hire rates shall be as follows:

2010 - 2011 Grade A \$27,754.00

2010- 2011 Grade B \$34,000.00

In the event the Employer is unable to hire a qualified candidate the Union and the Employer shall discuss hiring at higher rates based upon an employee's qualifications, experience, and education. No new employee will be hired at a rate of pay more than the lowest paid employee in that Grade.

The above shall not apply to those titles currently in Grade C. If no qualified candidate is currently employed to fill a vacant Grade C position the employer shall have the right to hire at a rate of pay, which enables the employer to fill the vacancy.

In the event an employee, after the execution of this agreement, is promoted or upgraded, said employee shall receive a 5% increase effective upon the date of the promotion or upgrade. The employee will then receive a step increase of 5% each year on the anniversary of his/her promotion/upgrade in addition to the general wage increase until that employee is at top rate. None of the reductions or restructured positions resulting from the employment actions authorized by the Borough Council in connection with the 2010 municipal budget shall be deemed to be upgrades or promotions.

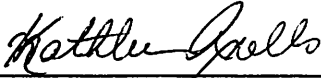
#### ARTICLE 19 – FURLOUGHS

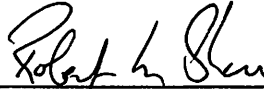


For the calendar year 2010, full time employees shall be subject to twelve (12) unpaid furlough days that shall be scheduled by agreement between the affected employee and their department head.

Attest:

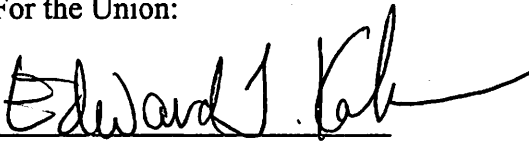
For the Borough:

  
\_\_\_\_\_  
Kathleen Anello, Clerk

  
\_\_\_\_\_  
Robert Sherr, Mayor

Dated: *May 12, 2010*

For the Union:

  
\_\_\_\_\_  
Edward Kahn, Business Agent

  
\_\_\_\_\_  
Cindy Chomen, Shop Steward

Dated: *5/20/10*

**APPENDIX A**  
**WAGE/GRADE SCHEDULE**

<b>GRADE A</b>	<b>January 1, 2010 – April 30, 2010</b>	<b>May 1, 2010 – December 31, 2011</b>
Administrative Assistant – Aging	\$33,096.00	VACANT
Administrative Assistant – Aging/Recreation Secretary	VACANT	\$33,096.00
Custodian	\$35,883.00	VACANT
Recreation Secretary	\$37,365.00	VACANT
Violation Clerk	\$39,844.00	\$39,844.00 (IF NOT VACANT)
<b>GRADE A-1</b>		
Police Records Clerk	\$40,212.00	VACANT
Police Records Clerk – Part Time	VACANT	*SEE BELOW
<b>GRADE B</b>		
Finance Clerk	\$40,339.87	VACANT
Finance Clerk – Part Time	VACANT	*SEE BELOW
Deputy Court Clerk	\$41,380.37	\$41,380.37 (IF NOT VACANT)
Senior Technical Assistant	\$42,087.00	\$42,087.00
Technical Assistant	\$48,053.00	VACANT
Technical Assistant – Part Time	VACANT	*SEE BELOW
<b>GRADE C</b>		
Administrative Assistant	\$55,648.00	*SEE BELOW

\*This hourly rate shall apply to those individuals employed by the Borough of Middlesex as of the date of the execution of the agreement. All new hires shall be at the rate of pay to be determined by the Borough of Middlesex.

Memorandum of Agreement

This agreement is by and between Local 255, United Service Workers, IUJAT (DPW Unit) and the Borough of Middlesex. This MOA represents the agreement between the parties for a revision in Article 15A – Safety Equipment/Uniforms.

The parties agree as follows:

- 1) Article 15A is revised as follows: The borough of Middlesex shall give each employee covered under this Agreement with a five hundred dollar (\$500) per year uniform allowance. The employee will receive a check that is not taxable because it is less than the \$600 FICA reportable amount. The \$500 will not be made part of the employee's base salary nor used for overtime calculations. The employee is responsible for purchasing his/her uniform (shirt, pants, coat, shoes, etc.) on his/her own time and using his/her own transportation. The uniform and uniform color will be specified by the DPW Superintendent and shoes will be safety shoes required by the Superintendent. Employee must report to work in uniform or will be sent home and docked for the day.
- 2) All other provisions of the existing CBA will remain in full force and shall continue for the full term of the new agreement.
- 3) The new agreement shall be effective June 1, 2006 through December 31, 2008

For the Union:

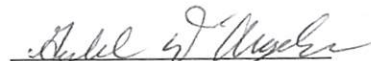


Edward Kahn, Business Agent



Anthony Patrick, Chief Shop Steward

For the Borough:



Mayor Gerald D'Angelo