

MEMORANDUM OF AGREEMENT

The **BOROUGH OF HIGHLAND PARK, New Jersey** (hereinafter called the “**Borough**” or “**Employer**”) and the **MIDDLESEX COUNCIL NO. 7, NEW JERSEY CIVIL SERVICE ASSOCIATION** (hereinafter called the “**Council 7**”) hereby agree to this Memorandum of Agreement dated March 3, 2015 with respect to a successor collective negotiations agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and Council 7 members, respectively).

The terms of the Memorandum are as follows:

- (1) The term of the successor agreement shall be from January 1, 2015 to December 31, 2017.
- (2) All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.
- (3) The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this memorandum. All other terms and conditions previously agreed to by the parties shall be deemed incorporated into this memorandum.
- (4) Change Roman Numerals to Numbers for Article designation.
- (5) **Article 4** will be modified as follows:
 - a. Clarify paragraph B to reflect actual hours of work and weekly hours of work.

- b. Modify paragraph E to set hours of work as 7:30 a.m. to 3:30 p.m., with a one (1) hour lunch, thirty-five (35) hours per week.
- c. Modify paragraph F. to reflect that hours of work are 7:30 a.m. to 3:00 p.m. with one-half (1/2) hour for lunch, thirty-five (35) hours per week. Eliminate the phrase “as determined by the employee.”
- d. Eliminate paragraphs G and H from this Article.

(5) **Article 5** will be modified as follows:

- a. Add to paragraph A that hours worked does not include sick time, vacation time, compensatory time, or personal time utilized during a work week.
- b. Eliminate reference to Article 4.C. in paragraph A.

(6) **Article 6** paragraph A will be amended to reflect wage increases as follows:

2015 – 1.3% at top pay, retroactive to January 1, 2015. Those who are scheduled to receive an increment in 2015 will receive their step increment only, retroactive to January 1, 2015 for those scheduled to move on that date.

2016 - 2% at top pay. Those who are scheduled to receive an increment in 2015 will receive their step increment only.

2017 - 2% at top pay. Those who are scheduled to receive an increment in 2015 will receive their step increment only.

(7) **Article 6** paragraph J will be continued relative to the crossing guards, changing the date to 2015.

(8) **Article 7** paragraph A will be amended to reflect that 2015 wage increases will be effective retroactive to January 1, 2015 on the same terms and conditions as outlined in this paragraph. Any employee who severed employment prior to the effective date of this MOA will not be eligible for the wage increase unless they severed employment due to retirement.

(9) **Article 11** will be amended as follows:

Paragraph A will be rewritten as follows:

The Borough agrees to continue to provide the State Health Benefits Plan Health Insurance to all full time employees and pay the premium for NJDIRECT 15 and the

employee's eligible dependents, subject to employee contributions as set forth below, for all employees covered under this agreement. Effective January 1, 2009, employees who select the NJDIRECT 10 will pay the difference in the premium between the NJDIRECT 15 and the NJDIRECT 10, in addition to required contributions set forth below. Effective January 1, 2016, employees who select any plan other than the NJDIRECT 15 will pay the difference in the premium between the NJDIRECT 15 and the plan selected, in addition to required contributions set forth below. The co-pays associated with the plan selected by the employee remain the responsibility of the employee.

(10) **Article 12**

Eliminate Election Day as a holiday and replace with one (1) floating holiday.

(11) **Article 19-A** will be amended with the following addition:

“Any employee who does not use sick leave in any calendar year shall receive two additional personal days in the subsequent year.”

(12) **Article 20** will be amended to eliminate all references in this Article to employees hired prior to 1986.

(13) **Article 24 – A** will be modified to eliminate paragraph G and renumber remaining paragraphs.

(14) **Article 27** will be modified to add to paragraph A that employees transferred to a new job and on probation for a period of 90 days must successfully complete their probationary period and that the failure to do so will result in removal, unless extended for an additional 90 days at the sole discretion of the Borough Administrator.

(15) **Article 28**, paragraph A will be clarified as follows: “Employees who work more than 25 hours per week for more than six months in any calendar year, but less than 35 hours per week, will receive a pro rata share of sick time, vacation days and personal days.

(16) **Article 28**, paragraphs B. and C. will be eliminated.

(17) **Article 28**, paragraphs D. and E. will be merged and shall read as follows:

“School crossing guards, unless otherwise provided for elsewhere in this Agreement, and part-time employees hired after December 6, 2004, shall receive no benefits.”

(18) **Article 30**, paragraph A will be modified to provide that personnel files are maintained in the Human Resource office.

(19) **Article 39 (Shop Stewards)** will be eliminated.

(20) **Article 40 – B**, paragraph K will be modified to state that the Borough shall purchase a new winter coat for a guard with more than one year of service every three (3) years.

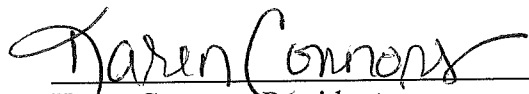
(21) **Article 43 (Employee time clock)** will be eliminated.

(22) **Article 44 (Stipends)** will be eliminated.

(23) **Article 47** will be rewritten to provide that an employee’s anniversary date shall be based on their first day of work.

(24) **Article 49** will be amended to reflect the correct duration of the Agreement.

MIDDLESEX COUNCIL NO. 7


Karen Connors, President

Arnold Shep Cohen, Esq.

BOROUGH OF HIGHLAND PARK


Kathleen Kovach, Administrator

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