

BOROUGH OF MIDDLESEX

PUBLIC WORKS EMPLOYEES CONTRACT

JANUARY 1, 2021 TO DECEMBER 31, 2024

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – NEGOTIATIONS PROCEDURE	3
ARTICLE 3 – GRIEVANCES	4
ARTICLE 4 – EMPLOYEE RIGHTS	6
ARTICLE 5 – UNION RIGHTS/USE OF BULLETIN BOARDS	7
ARTICLE 6 – AGENCY SHOP & DUES CHECK-OFF	8
ARTICLE 7 – HOLIDAY & HOLIDAY PAY	8
ARTICLE 8 – VACATION.....	9
ARTICLE 9 – SALARY AND OTHER COMPENSATION	11
ARTICLE 10 – OVERTIME PRIORITY.....	12
ARTICLE 11 – SICK AND PERSONAL DAYS	13
ARTICLE 12 – STAND-BY STATUS	15
ARTICLE 13 – HOSPITALIZATION AND INSURANCE.....	16
ARTICLE 14 – COMPENSATION FOR WORK RELATED INJURY.....	18
ARTICLE 15 – SAFETY EQUIPMENT/UNIFORMS.....	19
ARTICLE 16 – DUTY FREE LUNCH PERIODS	19
ARTICLE 17 – LEAVE OF ABSENCE	19
ARTICLE 18 – LOSS OF COMMERCIAL DRIVERS LICENSE	20
ARTICLE 19 – MISCELLANEOUS PROVISIONS.....	21
ARTICLE 20 - TERM OF AGREEMENT	
ATTACHMENT A	25

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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 Union, 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 employees employed of Public Works (which shall include parks, sanitation, recycling, sewers and roads). These categories are now all included as Public Works Department employees including custodians. Excluded from this unit are police employees, managerial executives, confidential employees, craft employees, professional employees and supervisory employees and all other employees of the Borough.

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 15th 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 or confirmed through email 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)

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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 Business Administrator in writing for consideration who shall 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 Mayor and Council for their review. Mayor and Council shall inform the Union within twenty- one (21) days if they will hear the grievance or if the issue should be advanced to arbitration. If the Mayor and Council decide to hear the issue the hearing shall be scheduled within thirty (30) days of their decision to hear the issue.

Step 4: If the grievance is not settled through Steps 1-3, the Union shall have the right to submit the dispute to arbitration within twenty-one (21) 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 3, 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.

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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.

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 where presently located and, if none exists, where designated by the Union. 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 Public Works Manager and the Borough will grant approximately two hours per week to the Chief Shop Steward of the Union or his 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.

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ARTICLE 6 – Workforce Democracy Enhancement Act

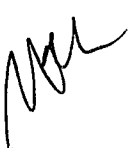
The parties agree to adhere to the Workforce Democracy Enhancement Act as passed by the New Jersey Legislature and signed into law May 18, 2018, along with any amendments/modifications to said legislation passed by the New Jersey Legislature in the future.

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 three (3) additional "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 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. Three working days advance notice must be given to the DPW Manager 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.

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C. To be eligible for holiday pay, an employee must work the regularly Scheduled day before and the regularly scheduled day after the holiday, unless the employee is on an excused absence with pay (vacation, personal day, floating holidays etc.) or other good cause approved by the DPW Manager. If an employee is sick they must provide a doctor's note in order to be paid for the holiday."

D. The Recycling Yard shall be closed the Saturday after Thanksgiving.

ARTICLE 8 – VACATION

A. Vacations will be granted under the following schedule:

0 to 6 months	No vacation
6 months to 1 year	5 working days
1 year to 3 years	10 working days

Commencing January 1st 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 1st of the year of appointment or employment unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment or employment. The payment of the above vacation benefits shall be made retroactive to January 1st of each year.

B. Vacations shall be earned in accordance with Paragraph A above. A list of employees, indicating the amount of vacation time to which each is entitled, shall be posted by

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the DPW Manager no later than March 15th of each year. Employees shall indicate their choice of particular days or weeks no later than April 15 of each year. In case of conflicts, the employee(s) with the greatest seniority shall prevail. When single day vacations are taken, the employee must receive DPW Manager's approval at least three (3) working days in advance.

C. One (1) week vacation can be carried over into the next year if the individual has fifteen (15) accrued vacation days. This must be approved by the Public Works Manager.

D. Employees must give a minimum of six (6) months' notice of intent to retire, or works six months of retirement year. During the period after notice is given and the date of retirement, the employee along with the Borough Administrator shall schedule the employee's accrued vacation time to be used prior to retirement, unless otherwise approved by the Borough Administrator.

E. During an employee's last calendar year of employment his/her vacation entitlement shall be pro-rated on a monthly basis. If an employee has used more than his/her pro-rated vacation entitlement, the value of the excess vacation time taken shall be deducted from the employee's last paycheck. If an employee has vacation entitlement remaining, it shall be scheduled in accordance with Section D above.

F. Article 8 Section D only applies to employees hired after 1997.

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ARTICLE 9 – SALARY AND OTHER COMPENSATION

A. 1. Effective January 1, 2021, all bargaining unit employees shall receive an across-the-board wage increase of one (1.0%) percent over their respective 2020 hourly rates.

2. Effective January 1, 2022, all bargaining unit employees shall receive an across-the-board wage increase of two (2.0%) percent over their respective 2021 hourly rates.

3. Effective January 1, 2023, all bargaining unit employees shall receive an across-the-board wage increase of two (2.0%) percent over their respective 2022 hourly rates.

4. Effective January 1, 2024, all bargaining unit employees shall receive an across-the-board wage increase of two (2.0%) percent over their respective 2023 hourly rates.

B. Retroactive pay from January 1, 2018 to date of the salary ordinance shall be by separate check.

Any employee not on the payroll at the time negotiations for a successor agreement is concluded shall not be entitled to any retroactive salary increases or improved benefits for the period that they are actively employed while contract negotiations were being conducted.

C. Any full-time employees, excluding laborers, filling in on a temporary basis on the job rated higher with the exception of the jobs outlined in section G shall receive premium pay of \$3.00 per hour on top of their rate of pay

D. The Roll-off Driver, Recycling Truck Drivers, Jet Vacc, Jetter and Sweeper Drivers shall be paid similar to the garbage truck driver rate as per the salary guide. For purposes of heavy equipment operator differential, dozers, pavers, graders, loader/back-hoe and large rollers are added to the list of machinery operation for pay differential purposes and shall be paid at the same rate of pay as the assistant mechanics.

E. Additional compensation of \$1.00 per hour shall be paid for and during the time an employee is employed laying pipe and catch basins and/or operating the bucket truck.

F. The current working hours for employees covered under this Agreement shall be as follows: 6:00 am-2:00 pm.

Regular overtime shall be paid to employee(s) at time and one-half (1 ½). 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.

G. Longevity- Employees will no longer be entitled to longevity benefits but the amount of the longevity benefits that would normally be paid to employees in 2009 will be determined and that amount will be divided equally among all employees of the D.P.W. bargaining unit so that, at the end of each year, the amount of money that would normally have been paid to the employees entitled to longevity pay will be equally distributed to the employees as part of their regular paycheck. The amount available each year for distribution will decrease depending upon how many employees would have been eligible for longevity benefits each year.

ARTICLE 10 – OVERTIME PRIORITY

A. The procedure to be followed for designating employees to work overtime shall be as follows:

B. When overtime is required; the Public Works Manager will put a sign-up sheet and select individuals to work from the sheet. Assignments shall be given to the employee who has the most seniority in grade provided that employee possesses the skill and ability to perform the work. In order to provide all employees with an equal amount of overtime and if the senior

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employee has previously worked overtime and additional overtime is required, the employee with the next most seniority in grade will work. This does not apply to emergencies.

C. If an employee is called in to work for a weather-related emergency preceding their shift they shall remain at the overtime rate for the first four (4) hours of their regular shift.

ARTICLE 11 – SICK AND PERSONAL DAYS

A, Sick leave may be used by employees who are unable to work because of:

1. Personal illness or injury;
2. Exposure to contagious disease;
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family.

B. Regular and permanent employees shall be entitled to ten (10) 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.

C. 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, not to exceed ten (10) days 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.

D. Upon attaining normal retirement, the employees will be entitled to reimbursement for sick days which are accumulated from January 1971 forward. 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 fifteen thousand (\$15,000) dollars) 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 fifteen thousand (\$15,000) dollars accumulated sick time paid to employees.

E. Any employee on sick leave or disability other than those covered by workmen's compensation, and who is covered by temporary disability insurance which commences in the eighth (8th) consecutive day of disability, shall after depleting the provisions of above, be entitled to that portion of his/her regular salary which with temporary disability payments equal seventy-five (75%) percent of his/her normal salary. This supplemental payment by the Borough will continue with the employee's eligibility for temporary disability benefits and be discontinued six (6) months from the date of the employee's first continuous absence after disability.

F. The Borough will pay the difference between that which is received by the employee from the insurance company for surgical procedures resulting from disease-related health problems which preclude an employee from performing his or her duties so long as the employee has sufficient sick leave time to be charged to cover the difference.

G. 1. All regular and permanent employees, after completion of one (1) full year of satisfactory continuous service, shall receive two (2) personal days. Said personal days shall be non-cumulative.

2. A request for use of a personal day must be submitted to the DPW Manager 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 DPW Manager shall make every effort to grant the particular day(s) requested, but the manpower needs of the Public Works Department will be the ultimate determiner for the granting or denial of the request.

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

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H. The Borough will allow permanent employees to sell back a maximum of up to seven (7) days of sick leave each year during the terms 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 15th 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 paycheck of December of that calendar year.

ARTICLE 12 – STAND-BY STATUS

A. At the discretion of the Public Works Manager, or Business Administrator or Mayor in his or her absence, in inclement weather, a maximum of four (4) Public Works employees may be placed on stand-by status. In return for being on stand-by status, each person so designated will be guaranteed two (2) hours of pay at his/her designated overtime rate (time and one-half) if he/she is not called into work.

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B. In the event a person on stand-by status is called into work, he/she will be guaranteed payment for a minimum of two (2) hours at his/her designated overtime rate (time and one-half).

C. If the employee on stand-by status is called into work and is required to work in excess of two (2) hours, he/she will only be compensated for the time worked. No additional compensation will be forthcoming for having been on stand-by status.

D. There is no minimum restriction on the number of people to be placed on stand-by status, nor is there any agreement that stand-by status is guaranteed.

E. Complete control of the stand-by status program resides with the DPW Manager and the Councilperson.

ARTICLE 13 – 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 pursuant to current New Jersey statutes governing health benefits

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:

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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 \$1,500.00 . Orthodontic Benefits are subject to a \$500.00 maximum per case, which is separate from the \$1,000.00 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 and 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 on-going 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. The employee shall receive \$200 per calendar year and the employee's family members shall receive \$100 each towards the reimbursement of corrective vision devices.

G. Employees shall be subject to contributing to the cost of health insurance as follows:

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I Effective upon both parties approving and executing this Agreement, the current Chapter 78 contribution levels shall remain in place so long as an employee is earning less than \$45,000. Once an employee reaches the base salary of \$45,000 the contributions will be as follows:

Base Annual Salary	Family	Single	P/C & EE/Spouse
\$45,000-\$49,999	7.00%	12.00%	8.00%
\$50,000-\$54,999	9.00%	17.00%	12.00%
\$55,000-\$59,000	12.00%	20.00%	14.00%
\$60,000-\$64,999	15.00%	25.00%	19.00%
\$65,000-\$69,999	17.00%	27.00%	21.00%
\$70,000-\$74,999	19.00%	29.00%	23.00%
\$75,000-\$79,999	21.00%	31.00%	25.00%
\$80,000-\$89,999	22.00%	32.00%	27.00%
\$90,000-\$99,000	24.00%	33.00%	28.00%

ARTICLE 14 – 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.

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ARTICLE 15 – SAFETY EQUIPMENT/UNIFORMS

A. The Borough shall provide each bargaining unit employee with a uniform allowance of \$850.00. The uniform allowance shall be paid in the first pay in April. B.

The Borough shall refund the expense of safety prescription eye glasses, up to a maximum of \$200.00 per employee, per year to each employee requiring eye glasses. The Borough is responsible for only one (1) refund each year, for an employee or a designated immediate family member. The employee shall submit a paid receipt for such glasses, to his/her supervisor, who shall have the proper voucher prepared and submitted for payment. The Borough will replace prescription safety glasses if broken due to an accident on the job. The Borough will also purchase non-prescription safety glasses for all employees requiring same.

ARTICLE 16 – DUTY FREE LUNCH PERIODS/HOURS OF WORK

(Excluding Garbage Removal Employees)

A. Current working hours have been set by the Mayor and Council at 6 a.m. to 2:00 pm without lunch.

ARTICLE 17 – LEAVE OF ABSENCE

A. In the event of the death of a Borough employee, a maximum of six (6) Borough employees shall be allowed time off to attend the funeral, provided they have been asked to serve as pallbearers. If there is a morning funeral, a full day off shall be granted; if there is an afternoon funeral, a half (1/2) day off shall be granted.

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 four (4) consecutive work-days commencing between the day of death and the day of the funeral ; leave of absence with pay if deemed necessary, to the employee, on the recommendation of the Department Head. A day of

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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, life partner or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren and parents-in-law.

C. Any employee will be given one (1) day off with pay to attend the funeral of extended family members, which is defined to include the employee’s niece, nephew, uncle, aunt, brother-in-law, sister-in-law, godparent, godchild or any person related by blood or marriage residing in an employee’s household.

D. Employee must provide the DPW Manager or the Borough Administrator or in his/her absence, the Borough Clerk with reasonable verification of the decease of a near relative.

E. The employee shall be entitled to supplement their bereavement leave with personal or vacation time. Any bereavement leave more than four (4) days shall require the approval of the Public Works Manager. Supervisor’s approval shall not be unreasonably withheld.

ARTICLE 18 – LOSS OF COMMERCIAL DRIVERS LICENSE

A. All employees are required to have a Commercial Driver’s License (CDL) with the exception of those employees hired for purposes other than driving. In the event any employee loses their license, he/she will be subject to the following disciplinary procedures:

1. Any employee convicted of driving while intoxicated or under the influence of illegal drugs while on the job shall be subject to immediate termination, subject to the just cause and grievance and arbitration provisions of this Agreement.

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employees of such vacancies by passing out a list of same. Representatives for this bargaining unit will be given a copy of the employee classification and job descriptions.

C. Jury Duty – Any employee assigned to jury duty must provide the DPW Manager or the Borough Administrator or in his or her absence the Borough Clerk with a 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.

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

E. 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.

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

G. 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.

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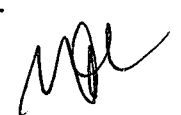
H. If the Borough decides, in its sole discretion, that there must be a reduction in force (RIF), said reduction shall be on the basis of reverse seniority. Employees that are called back from a layoff situation shall be returned to the current rate and shall be given seniority credit as if that employee 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.

I. If any section, subsection, subdivision, clause or provision of this contract agreement shall be adjudged invalid, such adjudications 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.

J. 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.

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

L. The Borough will reimburse employees for the cost of their CDL license renewal and shall continue to provide the opportunity for the employee to renew their CDL during regular working hours.

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ARTICLE 20 – TERM OF AGREEMENT

The term of agreement shall be from January 1, 2021 through December 31, 2024. All conditions of this agreement shall remain in full force and effect during the course of negotiations for a successor agreement.

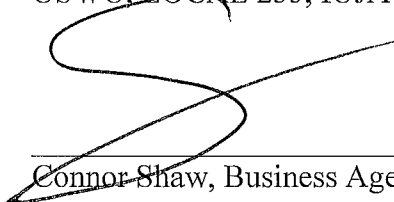
AGREED:

BOROUGH OF MIDDLESEX

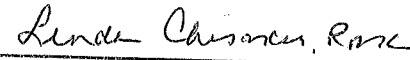
USWU, LOCAL 255, IUJAT




Mayor John Madden
Attest:



Connor Shaw, Business Agent 6/9/21



Linda Chismar, Rec



Eleazar Garcia 6-9-21

ATTACHMENT A

<u>Title</u>	<u>Salary/Hour</u> <u>2021</u> 1%	<u>Salary/Hour</u> <u>2022</u> 2%	<u>Salary/Hour</u> <u>2023</u> 2%	<u>Salary/Hour</u> <u>2024</u> 2%
<u>Laborer</u>				
First six months	\$ 16.44	\$ 16.77	\$ 17.11	\$ 17.45
6-18 months (minimum DPW#2)	\$ 19.77	\$ 20.16	\$ 20.56	\$ 20.98
19-30 months	\$ 23.18	\$ 23.64	\$ 24.12	\$ 24.60
31-42 months	\$ 24.97	\$ 25.47	\$ 25.98	\$ 26.50
43-54 months	\$ 27.28	\$ 27.83	\$ 28.38	\$ 28.95
55-66 months	\$ 30.35	\$ 30.96	\$ 31.58	\$ 32.21
67-78 months	\$ 32.64	\$ 33.30	\$ 33.96	\$ 34.64
79 months plus (maximum DPW#1)	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
<u>Garbage Department Employees</u>				
Garbage Truck Driver	\$ 38.84	\$ 39.62	\$ 40.41	\$ 41.22
Garbage Collection	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
Lead Person	\$ 39.68	\$ 40.48	\$ 41.29	\$ 42.11
<u>Parks Department Employees</u>				
Lead Person	\$ 39.68	\$ 40.48	\$ 41.29	\$ 42.11
Public Works Employee #1	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
<u>Solid Waste Department Employees</u>				
Solid Waste Truck Driver	\$ 38.84	\$ 39.62	\$ 40.41	\$ 41.22
Solid Waste Employee #1	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
<u>Road Department Employees</u>				
Lead Person	\$ 39.68	\$ 40.48	\$ 41.29	\$ 42.11
Public Works Employee #1	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
Chief Mechanic	\$ 42.72	\$ 43.58	\$ 44.45	\$ 45.34
Mechanic-Assistant	\$ 39.68	\$ 40.48	\$ 41.29	\$ 42.11
<u>Sewer Department Employees</u>				
Public Works Employee #1	\$ 37.14	\$ 37.88	\$ 38.64	\$ 39.41
<u>General Public Works Employees</u>				
Utility Person	\$ 21.05	\$ 21.47	\$ 21.90	\$ 22.34

MSH
6/17/21

EG
6/17/21