

COPY

BOROUGH OF MIDDLESEX

PUBLIC WORKS EMPLOYEES CONTRACT

JANUARY 1, 2002 TO DECEMBER 31, 2005

(Four Years)

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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 the Middlesex Borough Department of Public Works Association , affiliated with Local 255, USW, Transportation Communications Union, AFL-CIO, CLC (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. 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 and a copy forwarded to the Union.
- C. The procedure for settlement/disposition of grievances shall be as follows:
 - Step 1: The aggrieved employee shall discuss the problem with the Public Works Superintendent or designee who shall attempt to settle the problem within fifteen (15) calendar days from the date when the problem is presented or when the problem first occurred or could have been presented in the form of a grievance.

Step 2: If the grievance is not resolved at Step 1, within seven (7) calendar days of the meeting, it shall be reduced to writing by the aggrieved employee or representative and immediately furnished to the Business Administrator. The Business Administrator shall have seven (7) calendar days to resolve the matter or render an opinion as to the grievance.

Step 3: If the parties fail to obtain a mutually satisfactory solution, or the aggrieved employee is dissatisfied with the Business Administrator's or designee's decision, or there has been no decision rendered within the time limits specified in Step 2, the grievant shall submit the written grievance, within seven (7) calendar days of the Business Administrator's decision or time limit in which to present said decision, 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 4: If the grievance is not settled through Steps 1, 2 or 3, 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 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.

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, 3 and/or 4 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 Superintendent and the Borough will grant adequate free time to the president 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.

ARTICLE 6 – AGENCY SHOP & DUES CHECK-OFF

I. Agency Shop

A. Representation Fee

The Borough agrees to deduct a fair share fee from the earnings of those 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.

B. 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.

C. Challenging Assessment Procedure

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

2. 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.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

1. Thirtieth (30th) day following the notice of the amount of the fair share fee;

2. Satisfactory completion of a probationary period.

3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. 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.

F. 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.

G. Miscellaneous

1. 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.

2. 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.

H. Dues Check-Off

1. 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 at regular 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.

2. 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 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 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. (1988)

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 was ill on either or both of the scheduled days before and/or after the holiday or was absent for good cause and the Public Works Superintendent and Council Person in charge of the department approved the employee's absence.

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 keeping with the present schedule. A list of employees, indicating the amount of vacation time to which each is entitled, shall be posted by the supervisor 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 supervisor'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 Superintendent.
(1984)

ARTICLE 9 – SALARY AND OTHER COMPENSATION

A. Effective January 1, 2002 all employees shall receive an across the board wage increase of 3% over their 2001 hourly rate.

B. Effective January 1, 2003 all employees shall receive an across the board wage increase of 3% over their 2002 hourly rate.

C. Effective January 1, 2004 all employees shall receive an across the board wage increase of 3.50% over their respective 2003 hourly rate.

D. Effective January 1, 2005 all employees shall receive an across the board wage increase of 3.50% over their respective 2004 hourly rate.

E. Regardless of the salaries set forth above, all employees who become part of the bargaining unit on or after the date this agreement is signed shall be paid pursuant to the wage schedule in Attachment A.

F. Rates of compensation established above shall serve as a guide in employment and subsequent changes in rates of employees hired during the term of this Agreement.

Retroactive pay from January 1, 2002 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.

G.

Any employee, excluding laborers, who is serving in a temporary capacity shall receive the higher rate of pay for all hours paid in that position including all sick, personal, holiday, and vacation pay.

H. The Roll-off Driver, Recycling Truck Drivers, 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.

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

The current working hours for employees covered under this Agreement shall be as follows: Sanitation, one Sewer Department employee, and one Mechanic 5 a.m. – 1 p.m. Roads, Parks, Recycling , one Sewer Department employee and one Mechanic 6 a.m. – 2 p.m.

J. 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.

K. 1. The longevity benefits which existed previously have been modified and the pre-existing longevity program which provided for a two (2%) percent increase for each five (5) years of service without limitations, 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. 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 1, 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-defined additional remuneration shall be made retroactive to January 1st of each given year.

2. For any new employees hired after December 31, 1983, 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.

3. Longevity for all new employees, hired after December 31, 1984 at 11:59 p.m., is eliminated.

ARTICLE 10 – OVERTIME PRIORITY

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

When overtime is required, the Public Works Superintendent 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 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.

ARTICLE 11 – SICK AND PERSONAL DAYS

A. 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.

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 at which time leave shall continue to be earned on a prorata basis until the succeeding benefit year begins on January 1st pursuant to A above. 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. The Borough may grant sick time greater than that earned, however, in the event an employee uses more time than earned and that employee resigns or is terminated, any excess time used but not earned shall be deducted from the employee's final paycheck.

C. 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 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. 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.

E. The Borough will charge sick time, but will pay up to three (3) months at full pay, to cover 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 100% of his normal salary.

F. 1. Effective January 1, 1996, all regular and permanent employees, after completion of one (1) full year of satisfactory continuous service, shall receive ten (10) sick days and 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 Public Works Superintendent 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 Public Works Superintendent 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.

G. The Borough will allow permanent employees to sell back a maximum of up to six (6) days of sick leave each year during the terms of this contract. Commencing on January 1, 1999, employees hired after January 1, 1984 shall be entitled to sell back eight (8) days of sick leave 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 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 Superintendent or Councilperson, 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.

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 Public Works Superintendent 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.

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 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 it's 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.

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. (1984)

ARTICLE 15 – SAFETY EQUIPMENT/UNIFORMS

A. The Borough of Middlesex shall provide each employee covered under this Agreement with a five hundred dollar (\$500) per year uniform allowance. This allowance may be used at a local vendor at which the Borough has established an account wherein the employee may select their uniforms and the Borough will be billed for the cost of uniforms to a maximum of \$500 per employee. In addition, an employee may opt to purchase their uniforms at a vendor other than the vendor indicated above in which case the employee must present receipts for uniforms/shoes to the Borough Finance Director and the employer will reimburse the employee to a maximum of \$500 per year.

B. The Borough shall refund the expense of safety prescription eye glasses, up to a maximum of \$100 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 subject to the \$100 per year limit. The Borough will also purchase non-prescription safety glasses for all employees requiring same.

ARTICLE 16 – DUTY FREE LUNCH PERIODS
(Excluding Garbage Removal Employees)

A. The lunch period shall be extended from the present thirty (30) minute lunch period to a forty-five (45) minute lunch period and the work time shall be extended for fifteen (15) minutes later than the present work time to compensate for the lengthened lunch period.

B. Current working hours have been set by the Mayor and Council at 7 a.m. to 3:45 p.m. The Mayor and Council reserve the right to change work hours subject to their sole discretion.

C. The lunch period shall remain as is (45 minutes), unless the Borough provides a lunch room, in which case the lunch period shall be reduced to thirty (30) minutes.

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) 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 brother or sister or any member of the immediate household.

C. In addition to the current policy, 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 – Godfather or Godmother, Aunt or Uncle

Spouse's – Brothers or sisters

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

D. Employee must provide 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 Superintendent. Superintendent's approval shall not be unreasonably withheld.

ARTICLE 18 – LOSS OF COMMERCIAL DRIVERS LICENSE

A. All employees are required to have a Commercial Drivers License (CDL).. 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.

2. Any employee who loses their CDL as a result of any non-work related incidents shall be subject to the following:

First Offense – Reduction in pay of two dollars (\$2) per hour until CDL is restored.

Second Offense – Reduction in pay of three dollars (\$3) per hour until CDL is restored. Note: Total time employee may retain employment without CDL shall be 2.5 years in total. If an employee has had their driving record cleansed by the State of New Jersey than subsequent violations shall revert to first offense above.

Third Offense – Termination subject to the just cause and grievance and arbitration provisions of this Agreement.

3. Any employee who loses their CDL due to health related reasons shall have their rate reduced by two dollars (\$2) per hour and retain their employment for a maximum of 2.5 years.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

A. Probationary employee description to be added to ordinance. Probationary period for new hires shall be six (6) months. Any permanent employee promoted shall serve a 90 day probationary period which shall commence from the date of official appointment. Employees shall be credited a maximum of thirty (30) days for prior experience if that experience was consecutive in service. During this period the employee shall receive all pay and benefits of the higher rated position including pay for sick, vacation, personal, and floating holidays.

The probationary period may be extended by mutual agreement between the Union and the Borough.

B. Vacant Positions – As any full-time Borough positions become vacant, the Borough Administrator's Office will advise 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 Borough Administrator 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.

H. If the Borough decides, at 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.

AGREED:

BOROUGH OF MIDDLESEX

R. Dobie

PUBLIC WORK EMPLOYEES ASSOC.

Edward J. Cahn

Robert M. Eche

David A. Butera

John Egan

Robert Dessano

Hourly Rates
ATTACHMENT "A"

Title	Salary/ Hour 2002	Salary/ Hour 2003	Salary/ Hour 2004	Salary/ Hour 2005
Laborer (1st 6 months)				
First six months	\$10.30	\$10.61	\$10.98	\$11.36
6-18 months (minimum DPW #2)	\$12.38	\$12.75	\$13.20	\$13.66
19-30 months	\$14.51	\$14.95	\$15.47	\$16.01
31-42 months	\$15.65	\$16.12	\$16.68	\$17.26
43-54 months	\$17.08	\$17.59	\$18.21	\$18.84
55-66 months	\$18.98	\$19.55	\$20.24	\$20.95
67 months plus (maximum DPW #1)	Top Rate	Top Rate	Top Rate	Top Rate
Garbage Department Employees:				
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Longevity Rate	Longevity Rate	Longevity Rate	Longevity Rate
Title	2002	2003	2004	2005
Lead Person	\$24.1598	\$24.8846	\$25.7555	\$26.6570
Garbage Truck Driver	\$24.0852	\$24.8078	\$25.6760	\$26.5747
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Garbage Truck Driver	\$24.3196	\$25.0492	\$25.9260	\$26.8334
Garbage Collection	\$23.2526	\$23.9501	\$24.7884	\$25.6560
Parks Department Employees:				
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Longevity Rate	Longevity Rate	Longevity Rate	Longevity Rate
Title	2002	2003	2004	2005
Lead Person	\$24.1589	\$24.8836	\$25.7545	\$26.6560
Public Works Employee #1	\$23.0296	\$23.7205	\$24.5507	\$25.4099
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Lead Person	\$24.4004	\$25.1325	\$26.0121	\$26.9225
Public Works Employee #1	\$23.2526	\$23.9501	\$24.7884	\$25.6560
Solid Waste Department Employees:				
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Longevity Rate	Longevity Rate	Longevity Rate	Longevity Rate
Title	2002	2003	2004	2005
Solid Waste Truck Driver	\$24.0852	\$24.8078	\$25.6760	\$26.5747
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Solid Waste Truck Driver	\$24.3196	\$25.0492	\$25.9260	\$26.8334
Solid Waste Employee #1	\$23.2526	\$23.9501	\$24.7884	\$25.6560
Solid Waste Employee #1	\$23.2519	\$23.9495	\$24.7877	\$25.6553
Road Department Employees:				

Hourly Rates
ATTACHMENT "A"

	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Longevity Rate	Longevity Rate	Longevity Rate	Longevity Rate
Title	2002	2003	2004	2005
Lead Person	\$24.1598	\$24.8846	\$25.7555	\$26.6570
Public Works Employee #1	\$23.0296	\$23.7205	\$24.5507	\$25.4099
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Lead Person	\$24.4004	\$25.1325	\$26.0121	\$26.9225
Public Works Employee #1	\$23.2526	\$23.9501	\$24.7884	\$25.6560
Chief Mechanic	\$26.7437	\$27.5461	\$28.5102	\$29.5080
Mechanic - Assistant	\$24.8426	\$25.5878	\$26.4834	\$27.4103
Sewer Department Employees:				
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Longevity Rate	Longevity Rate	Longevity Rate	Longevity Rate
Title	2002	2003	2004	2005
Public Works Employee #1	\$23.0296	\$23.7205	\$24.5507	\$25.4099
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Public Works Employee #1	\$23.2526	\$23.9501	\$24.7884	\$25.6560
General Public Works Employees:				
	Salary/Hour	Salary/Hour	Salary/Hour	Salary/Hour
	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate	Non-Longevity Rate
Title	2002	2003	2004	2005
Utility Person	\$13.1779	\$13.5733	\$14.0483	\$14.5400