

Contract no. 1670

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BOROUGH OF MIDDLESEX
PUBLIC WORKS EMPLOYEES CONTRACT
JANUARY 1, 1991 to DECEMBER 31, 1993
(Three Years).

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ARTICLE I - Holiday & Holiday Pay

1. There are currently 13 paid holidays for Borough employees:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
COLUMBUS DAY
THANKSGIVING & DAY AFTER
CHRISTMAS DAY
PERSONAL BIRTHDAY

1. In addition to the above paid Holidays, the employees are entitled to two 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 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 people seek to have the same 'floating' holiday. One 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. (1988)

2. 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 the scheduled days before and/or after the holiday. In addition to providing a doctor's certificate proving illness, the employee must also obtain the approval of the department supervisor and the Councilperson in charge of the department before being entitled to receive holiday pay, if the employee has not worked the full scheduled day before and the full scheduled work day after the holiday.

3. As part of this new contract the employees agreed to exchange the previously contracted General Election Holiday for Columbus Day starting in 1989.

ARTICLE II - Vacation

1. 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 service, the vacation days will be increased by one additional day for each year of service over three (3) years, with a maximum vacation limit of 25 days. No man now enjoying a greater vacation than he would receive under the new system will lose this benefit and will continue at the present rate until his time on the job would let him 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 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 vacation benefits shall be made retroactive to January 1st of each year.

2. 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 15th 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 supervisors approval at least one week in advance.

3. One week vacation can be carried over into the next year if individual has 15 accrued vacation days. This must be approved by supervisor. (1984)

ARTICLE III - Salary

1. The annual salary rates for 1991 covering employees of the Public Works Department, Parks Department, Garbage Removal and Sanitation Department are as follows: *This reflects 6.5% increase over 1990 salary.

ROADS AND SANITATION	Annual	Hourly	Annual	Hourly
	Minimum	Minimum	Maximum	Maximum
Laborer	\$18,893	\$9.0831	\$21,654	\$10.4105
D.P.W. #2 Employee	23,343	11.2225	25,485	12.2524
D.P.W. #1 Employee	27,564	13.2519	30,141	14.4908
Garbage Collection	27,564	13.2519	30,141	14.4908
Garbage Truck Driver	28,945	13.9158	31,523	15.1552
Assistant Mechanic	29,603	14.2322	32,203	15.4822
Chief Mechanic	32,065	15.4158	34,667	16.6668

The annual salary rates for 1992 covering employees of the Public Works Department, Parks Department, Garbage Removal and Sanitation Department are as follows: This reflects 6.5% increase over 1991.

ROADS AND SANITATION	Annual	Hourly	Annual	Hourly
	Minimum	Minimum	Maximum	Maximum
Laborer	20,121	9.6730	23,062	11.0875
D.P.W. #2 Employee	24,860	11.9519	27,142	13.0490
D.P.W. #1 Employee	29,356	14.1134	32,100	15.4326
Garbage Collection	29,356	14.1134	32,100	15.4326
Garbage Truck Driver	30,826	14.8201	33,572	16.1403
Assistant Mechanic	31,527	15.1572	34,296	16.4884
Chief Mechanic	34,149	16.4177	36,920	17.7500

The annual salary rates for 1993 covering employees of the Public Works Department, Parks Department, Garbage Removal and Sanitation Department are as follows: *This reflects 6.5% increase over 1992.

ROADS AND SANITATION	Annual	Hourly	Annual	Hourly
	Minimum	Minimum	Maximum	Maximum
Laborer	21,429	10.3024	24,561	11.8082
D.P.W. #2 Employee	26,476	12.7288	28,906	13.8972
D.P.W. #1 Employee	31,264	15.0308	34,187	16.4361
Garbage Collection	31,264	15.0308	34,187	16.4361
Garbage Truck Driver	32,830	15.7837	35,754	17.1894
Assistant Mechanic	33,576	16.1424	36,525	17.5601
Chief Mechanic	36,369	17.4849	39,320	18,9038

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Rates of compensation established above shall serve as a guide in employment and subsequent changes in rates of employees hired after passage of this contract. Employees presently employed will receive following rates for 1991. Retroactive pay from January 1, 1991 to date of salary ordinance shall be by separate check.

New employees will start at the minimum job rate and be eligible for increases up to the maximum job rate by recommendation of the Committee Chairman of the Council and in accordance with the Borough of Middlesex Personnel Policies. Existing employees shall be paid at rates within the salary guide ranging from Minimum to Maximum at the discretion of the Mayor and Council.

The Mayor and Council shall have the sole discretion in determining who shall be placed on Minimum, Maximum and on interim steps of the salary range and their determination shall be final and conclusive on all employees.

2. (In the event that it is economically feasible to do so, the Borough of Middlesex shall pay the employees who are a party to this contract on a weekly basis. It is the understanding of the parties hereto that the present payroll system makes it impossible for the Borough to provide weekly payments to its employees. It may be possible in the future, when a new accounting machine is installed in the Tax Office, to provide a bi-weekly payroll to employees, and if this is the case, the employees will be paid on a weekly basis at that time.) DELETED 1984.

3. Temporary Transfers - Any full-time employee, excluding laborers, filling in on a temporary basis on the job rated higher than his regular job will be paid as follows:

<u>Temporary Job</u>	<u>Employee's Regular Rate</u>	<u>Pay for Temporary Job</u>
No. 1 Maximum	No. 2 Employee	No. 1 Minimum
No. 1 Maximum	No. 1 Minimum	No. 1 Maximum

Laborers shall only be paid at their base rate even when temporarily transferred into a higher rated job.

4. Additional compensation of \$0.50 per hour to be paid for and during the time an employee is employed laying pipe and catch basins or operating the bucket.

5. Regular overtime shall be paid to the employee at time and one-half.

6. Sunday Overtime - If Sunday is the 7th consecutive day worked and is in excess of the 48th consecutive hour worked, an employee shall be paid double time for Sunday work. This provision shall be computed including holidays, but not sick time or vacation time. Regular overtime shall be paid to the employee at double time for Sunday. Effective January 1, 1988, any employee who works on a Borough Holiday (listed on page 1) shall be paid double time, regardless of the number of hours the employee may have worked the preceding week.

7. Borough Holidays will be compensated at double time rate. (1988)

Effective as of January 1, 1985 any employee who works on a Sunday shall be paid double time for working on that particular day, regardless of the number of hours the employee may have worked during the preceeding week.

8. The longevity benefits which existed previously have been modified and the pre-existing longevity program which provided for a two percent (2%) increase for each five years of service without limitations, has been amended to provide for a two percent increase for each five years of service, with the maximum longevity bonus that an employee may now expect to receive will be eight (8) percent. All periods of employment shall be computed from January 1 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 1 of the year following said appointment or employment. The payment of the above-defined additional remuneration shall be made ratroactive to January 1 of each given year.

For any new employees hired after December 31, 1983, the following schedule of longevity benefits shall apply: Two percent increase for each seven years of service, with the maximum longevity bonus that an employee may expect to receive eight percent.

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

ARTICLE IV - Overtime Priority

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

When overtime is required the supervisor will post a sign up sheet and select individuals to work from the sheet. Priority shall be given to the employee who has the most seniority in grade. 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 V - Sick Days

1. In 1985, regular, permanent employees shall be entitled to twelve working days of sick leave with pay, in each calendar year, after they have completed one full year of satisfactory continuous service.

2. Regular employees with less than one full year of continuous satisfactory service, shall be entitled to one 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 doctors appointments unless related to the illness for which the individual is taking sick time.

3. 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 50 days accumulated sick time paid to employees. Additional days shall be paid in compensatory time off, upon any retirement.

4. 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 consecutive day of disability, shall after depleting the provisions of above, be entitled to that portion of his regular salary which with temporary disability payments equal 75 percent of his normal salary. This supplemental payment by the Borough will commence with the employee's eligibility for temporary disability benefits and be discontinued six months from the date of the employee's first continuous absence after disability.

5. In 1985, the Borough will charge sick time, but will pay up to three 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.

6. Commencing on January 1, 1992, the Borough will allow permanent employees to sell back a maximum of up to six 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 by allowing them to sell back up to a maximum of six sick days at the end of each calendar year during the term of this agreement. 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 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 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 1992 or 1993, 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 employees rate of pay during that calendar year, in the paycheck of December, of that calendar year.

ARTICLE VI - Stand-By Status

1. At the discretion of the department supervisor or commissioner, in inclement weather, a maximum of four Public Works employees may be placed on stand-by status. In return for being on stand-by status, each man so designated will be guaranteed two hours of pay at his designated overtime rate (time and one-half) if he is not called into work.
2. In the event a man on stand-by status is called into work, he will be guaranteed payment for a minimum of two hours at his designated overtime rate (time and one-half).
3. If the employee on stand-by status is called into work and is required to work in excess of two hours, he will only be compensated for the time worked. No additional compensation will be forthcoming for having been on stand-by status.
4. There is no minimum restriction on the number of men to be placed on stand-by status. Nor is there any agreement that stand-by status is guaranteed.
5. Complete control of the stand-by status program resides with the department supervisor and the commissioner.

ARTICLE VII - Hospitalization and Insurance

1. Insurance cost for long term disability insurance will be paid in full by the Borough.
2. 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 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 State Health Benefits Program Act.
3. Term life insurance coverage shall be increased to \$10,000 per employee, the cost of which shall be borne by the Borough for the Life of the Contract.
4. 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.

5. The Borough reserves the right to present alternate Hospitalization and Insurance proposals during the contract term.

ARTICLE VIII - 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.

1. 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 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 IX - Safety Equipment

1. Safety shoes up to a maximum of two pairs a year will be made available to the employees with the qualifications that safety shoes are to be worn on the job at all times. Selection of appropriate safety shoes will be conducted by the Public Works Commissioner.

The Borough shall provide insulated, safety work shoes or Oxfords for use during the cold weather months and non-insulated safety work shoes or Oxfords for use during warm weather months. Limit-two pairs per year at Borough expense.

Current policy to continue with two exceptions, i.e. if employee wishes to purchase a particular brand of approved safety shoes on his own, he will be entitled to be reimbursed an amount equal to what the Borough paid for safety shoes in that particular year. If an employee ruins his safety shoes due to accident on the job such as with acid, glass, cut, etc., he will be supplied with another pair of safety shoes. The Borough will reimburse up to \$35 for a pair of safety shoes of a brand other than the approved safety shoes.

2. The Borough of Middlesex will purchase, for each member of the Public Works, Parks and Sanitation Departments, winter coats. the type of coat to be acquired will be decided by the Councilmanic Safety Committee Chairman.

Beginning with the purchase of jackets in 1984, employee will receive one winter jacket every three years.

3. The Borough shall refund the expense of safety prescription eye glasses, up to a maximum of \$125 per employee, to each employee requiring eye glasses. The Borough is responsible for only one refund every two year period, for employee or a designated immediate family member.

The employee shall submit a paid receipt for such glasses, to his supervisor who shall have the proper voucher prepared and submitted for payment.

Borough will replace prescription safety glasses if broken due to an accident on the job subject to the \$125 limit. Borough will purchase non-prescription safety glasses for all employees requiring same.

ARTICLE X - Duty Free Lunch Periods (Excluding Garbage Removal Employees)

1. The lunch period shall be extended from the present 30 minute lunch period to a 45 minute lunch period and the work time shall be extended for 15 minutes later than the present work time to compensate for the lengthened lunch period.

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.

2. 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 30 minutes.

ARTICLE XI - Leave Of Absence

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

2. 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 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 death leave, the term "immediate family" shall mean and refer to the employee's spouse, child and his or her spouse's parent or his brother or sister or any member of the immediate household.

3. 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" defined as follows:

Employee's - Godfather or Godmother
Spouse's - Brothers or sisters
Employee's and Spouse's - Grandmother, Grandfather

4. In 1985, in addition to the current policy, an employee will be given one (1) day off with pay to attend the funeral of a "Near relative" defined as follows:

Employee's - Aunt, Uncle
Spouse's - Brother, Sister
Employee's and Spouse's - Grandmother, Grandfather, Son-in-law and Daughter-in-law.

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

ARTICLE XII - Miscellaneous Provisions

1. Probationary employee description to be added to Ordinance. Probationary period shall be three (3) months. Increase to maximum after six (6) months if performance is satisfactory.
2. Vacant Positions - As any full-time Borough positions become vacant, the foreman will advise employees of such vacancies by passing out a list of same at the monthly safety meetings. Public Works union representatives will be given a copy of the employee classification and job descriptions.
3. Jury Duty - Any employee assigned to jury duty must provide the borough Clerk with a verification from the court that he was in attendance. If excused or not scheduled to serve on any day or days during his assigned jury duty, he must report to work.
4. All the benefits created prior to this agreement not mentioned above will remain in full force and effect.
5. All rights not specifically mentioned in this contract agreement are reserved as management rights.
6. 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.
7. Each Public Works employee shall be supplied a copy of this contract and acknowledge receipt of same.