

AGREEMENT

Between

BOROUGH OF MIDDLESEX,  
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

AND

MIDDLESEX PUBLIC WORKS ASSOCIATION

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January 1, 1994 through December 31, 1997

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**ARTICLE I**  
**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 (hereinafter referred to as "Association") 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 by the Department of Public Works and the Department of Parks of the Borough of Middlesex. Excluded from this unit are police employees, managerial executives, confidential employees, craft employees, professional employees and supervisory employees.

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

## ARTICLE II

### NEGOTIATIONS PROCEDURE

A. The Association shall submit, in writing, its demands for collective negotiations with the Borough no later than December 1 of the calendar year preceding the expiration period of the existing Agreement. The parties agree to meet to commence negotiations no later than December 15 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 Association, all information, which by law, is public in nature.

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

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

E. This Agreement shall be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCES

A. For purposes of this Agreement, the term "grievance" shall mean any difference or dispute between the Borough and the Association 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 Association.

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

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

Step 4: If the grievance is not settled through Steps 1, 2 or 3, the Association 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 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.

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 Association.

D. Failure to act within the time periods set forth in either Steps 1, 2, 3 and/or 4 by the grievant/Association shall be deemed an abandonment of the grievance by the employee and the Association.

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 IV

### EMPLOYEE RIGHTS

A. The Borough and the Association 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 Association 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 Association.

C. No employee shall be disciplined without just cause.



## ARTICLE V

### ASSOCIATION RIGHTS/USE OF BULLETIN BOARDS

A. The Association 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 Association. No material shall be placed on the bulletin board unless it is on Association letterhead and signed by the Association president or designee. No offensive or derogatory materials or characters regarding Association members and/or Borough officials shall be placed on the board.

#### Rights and Privileges

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

C. To the extent that scheduling permits and without affecting the operations of the Borough, the Supervisor and the Borough will grant adequate free time to the president of the Association or his designated official to conduct activities and functions to the extent that the Borough and the Association 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 VI

### 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 Association and transmit the fees to the Association 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 Association 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%) percent 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 Association 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 (30<sup>th</sup>) day following the notice of the amount of the fair share fee;

2. Satisfactory completion of a probationary period;

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

E. Payment of Fee

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

F. Association Responsibility

The Association 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 Association 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 take by the Borough in reliance upon fair share information furnished by the Association or its representatives.

2. Any action engaged in by the Association, 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 Association 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 Association 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 the Association 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 Association 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 Association in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE VII

**HOLIDAY & HOLIDAY PAY**

A. There are currently twelve (12) 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 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. One (1) week advance notice must be given to the supervisor by the employee requesting a "floating" holiday, except in cases of emergency. It is further understood that an employee may choose to request a "floating" holiday at the beginning or at the end of a vacation period; however, the "floating" holiday cannot be taken before or after a major holiday. (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. 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.

## ARTICLE VIII

### 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 1 of the year in which the employee will attain four (4) years 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 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 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<sup>st</sup> of the year following said appointment or employment. The payment of the above vacation benefits shall be made retroactive to January 1 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 15<sup>th</sup> of each year. Employees shall indicate their choice of particular days or weeks no later than April 15<sup>th</sup> 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 (1) week in advance.

C. One (1) week vacation can be carried over into the next year if individual has fifteen (15) accrued vacation days. This must be approved by the Supervisor. (1984)

ARTICLE IX

**SALARY AND OTHER COMPENSATION**

A. The annual salary for 1994, except as noted below, covering employees of the Public Works Department, Garbage Removal and Sanitation Department are as follows:

\*This reflects a 5% increase over the 1993 salary.

<u>ROADS AND SANITATION</u>	<u>Annual Minimum</u>	<u>Hourly Minimum</u>	<u>Annual Maximum</u>	<u>Hourly Maximum</u>
Laborer	\$22,500	\$10.8173	\$25,789	\$12.3986
D.P.W. #2 Employee	27,800	13.3654	30,351	14.5918
D.P.W. #1 Employee	32,827	15.7822	35,896	17.2577
Garbage Collection	32,827	15.7822	35,896	17.2577
Garbage Truck Driver	34,472	16.5731	37,542	18.0490
Assistant Mechanic	35,255	16.9495	38,351	18.4380
Chief Mechanic	38,187	18.3591	41,286	19.8490

B. The annual salary rates for 1995, except as noted below, covering employees of the Public Works Department, Garbage Removal and Sanitation Department are as follows: \*This reflects a 4.5% increase over the 1994 salary.

<u>ROADS AND SANITATION</u>	<u>Annual Minimum</u>	<u>Hourly Minimum</u>	<u>Annual Maximum</u>	<u>Hourly Maximum</u>
Laborer	\$25,513	\$11.3043	\$26,950	\$12.9567
D.P.W. #2 Employee	29,051	13.9668	31,717	15.2486
D.P.W. #1 Employee	34,304	16.4923	37,511	18.0341
Garbage Collection	34,304	16.4923	37,511	18.0341
Garbage Truck Driver	36,023	17.3188	39,231	18.8611
Assistant Mechanic	36,841	17.7120	40,077	19.2678
Chief Mechanic	39,905	19.1851	43,144	20.7423

C. The annual salary rates for 1996, except as noted below, covering employees of the Public Works Department, Garbage Removal and Sanitation Department are as follows: \*This reflects a 4.05% increase over the 1995 salary.

<u>ROADS AND SANITATION</u>	<u>Annual Minimum</u>	<u>Hourly Minimum</u>	<u>Annual Maximum</u>	<u>Hourly Maximum</u>
Laborer	\$24,465	\$11.7620	\$26,950	\$13.4813
D.P.W. #2 Employee	30,228	14.5327	33,002	15.8663
D.P.W. #1 Employee	36,693	17.6409	39,030	18.7644
Garbage Collection	36,693	17.6409	39,030	18.7644
Garbage Truck Driver	37,482	18.0202	40,820	19.6250
Assistant Mechanic	38,333	18.4293	41,700	20.0481
Chief Mechanic	41,521	19.9620	44,891	21.5822

D. The annual salary rates for 1997, except as noted below, covering employees of the Public Works Department, Garbage Removal and Sanitation Department are as follows: \*This reflects a 4.5% increase over the 1996 salary.

<u>ROADS AND SANITATION</u>	<u>Annual Minimum</u>	<u>Hourly Minimum</u>	<u>Annual Maximum</u>	<u>Hourly Maximum</u>
Laborer	\$25,566	\$12.2913	\$29,303	\$14.0879
D.P.W. #2 Employee	31,588	15.1865	34,487	16.5803
D.P.W. #1 Employee	38,344	18.4346	40,786	19.6087
Garbage Collection	38,344	18.4346	40,786	19.6087
Garbage Truck Driver	39,169	18.8313	42,657	20.5082
Assistant Mechanic	40,058	19.2587	43,577	20.9505
Chief Mechanic	43,389	20.8601	46,911	22.5534

E. Irrespective of the salaries set forth above, all employees who become a part of the beginning unit on or after January 1, 1996 shall be paid as follows:

1<sup>st</sup> 6 months of employment - Salary shall be frozen at the Laborer rate for the contract year of 1993, which is the following:

	<u>Annual Minimum</u>	<u>Hourly Minimum</u>	<u>Annual Maximum</u>	<u>Hourly Maximum</u>
Laborer	\$21,429	\$10.3024	\$24,561	\$11.8082

6 to 18 months of employment - Salary shall be the Minimum Laborer rate for the current year.

19 to 30 months of employment - Salary shall be the Maximum Laborer rate for the current year.

31 to 42 months of employment - Salary shall be the D.P.W. #2 Employee Minimum rate for the current year.

43 to 54 months of employment - Salary shall be the D.P.W. #2 Employee Maximum rate for the current year.

55 to 66 months of employment - Salary shall be the D.P.W. #1 Employee Minimum rate for the current year.

67 months of employment and thereafter - Salary shall be the D.P.W. #1 Employee Maximum rate for the current year.

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, 1994 to date of the salary ordinance shall be by separate check. New employees will start at the salaries set forth in Section E above. Existing employees shall be paid at the rates within the salary guide ranging from Minimum to Maximum at the discretion of the Mayor and Borough Council. The Mayor and Borough

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

G. Any full-time employees, 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</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.

H. The roll-off driver should be paid similar to the sanitation truck driver. For purposes of heavy-equipment operator differential, dozers, graders and large rollers are added to the list of machinery operation for differential purposes.

I. There shall be additional compensation of \$0.50 per hour to be paid for and during the time an employee is employed laying pipe and catch basins and/or operating the bucket. Said compensation shall be increased to \$0.75 per hour in 1995 and further increased for the remainder of this Agreement to \$1.00 per hour, effective January 1, 1996.

J. Regular overtime shall be paid to employee(s) at time and one-half (1½). 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 VII, Section A only, 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 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 the above-defined additional remuneration shall be made retroactive to January 1 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 eight (8%) percent.

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

## ARTICLE X

### 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 XI

### **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. 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.

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 (8<sup>th</sup>) consecutive day of disability, shall after depleting the provisions of above, be entitled to that portion of his regular salary which with temporary



disability equal seventy-five (75%) percent of his normal 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 Department Supervisor no later than three (3) working days before the day(s) requested, unless the request is a result of an emergency, which is defined as a situation that was totally unforeseen at the time the request was made. The Department Supervisor shall make every effort to grant the particular day(s) requested, but the manpower needs of the Public Works and Parks Department will be the ultimate determiner for the granting or denial of the request.

3. The use of personal days under this section may not be used in conjunction with vacation days or holidays.

G. Commencing on January 1, 1992, the Borough will allow permanent employees to sell back a maximum of up to six (6) 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 (6) 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 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 1994, 1995, 1996 and/or 1997, as amended below, the employee must request payment for unused sick days in writing by no later than November 15<sup>th</sup> of each calendar year and payment of the unused sick leave time will be made to the employee, at the employee's rate of pay during that calendar year, in the paycheck of December of that calendar year. Effective January 1, 1996, due to the reduction in the number of sick days, the maximum number of sick days to be sold back to the Borough at the end of a calendar year shall be five (5) days.

## ARTICLE XII

### STAND-BY STATUS

A. At the discretion of the Department Supervisor 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 man so designated will be guaranteed two (2) hours of pay at his designated overtime rate (time and one-half) if he is not called into work.

B. In the event a man on stand-by status is called into work, he will be guaranteed payment for a minimum of two (2) hours at his 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 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 men 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 Department Supervisor and the Councilperson.

**ARTICLE XIII**

**HOSPITALIZATION AND INSURANCE**

A. Insurance cost for long term disability insurance 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 State Health Benefits Program Act.

C. 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.

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.

## ARTICLE XIV

### **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 XV

### SAFETY EQUIPMENT

A. 1. Safety shoes, up to a maximum of two (2) 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 Councilperson.

2. 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. There shall be a limit of two (2) pairs per year at the Borough's expense.

3. Current policy shall continue with two (2) exceptions: (1) if the 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; and, (2) if an employee ruins his safety shoes due to accident on the job such as with acid, glass, cuts, 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.

B. 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. The employees will receive one (1) winter jacket every three (3) years.

C. 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 (1) refund for every two (2) year period, for an 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. The Borough will replace prescription safety glasses if broken due to an accident on the job subject to the \$125 limit. The Borough will also purchase non-prescription safety glasses for all employees requiring same.



## ARTICLE XVI

### **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 XVII

### 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 (½) 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 three (3) day leave of absence with pay if deemed necessary, to the employee, on the recommendation of the Department head. A day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance or location. For purposes of bereavement leave, the term "immediate family" shall mean and refer to the employee's spouse, child and his or her spouse's parent or his 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 Clerk with reasonable verification of the decease of a near relative.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

A. Probationary employee description to be added to ordinance. Probationary period shall be three (3) months.

B. 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.

C. 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 schedule to serve on any day or days during his assigned jury duty, he 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 and 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 sue 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 Association 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, 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 was regularly employed. Further, it is understood and agreed that employees who have been placed in a layoff situation, maintains the right of reemployment for a three (3) year period. In addition, the Association 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. Each Public Works employee shall be supplied a copy of this contract and acknowledge receipt of same.

AGREED: \_\_\_\_\_

BOROUGH OF MIDDLESEX

PUBLIC WORKS EMPLOYEES  
ASSOCIATION

\_\_\_\_\_  
Ronald S. Dobies, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Al Gayzik, Councilperson

\_\_\_\_\_

\_\_\_\_\_  
Betty Platten, Councilperson

\_\_\_\_\_

\_\_\_\_\_  
Sherley Penrose, Councilperson

\_\_\_\_\_  
Timothy Sheenan, Councilperson

\_\_\_\_\_  
Mary Lou Viswat, Councilperson

\_\_\_\_\_  
Pamela Wells, Councilperson