

3-0409 12-11
EMPLOYMENT CONTRACT BETWEEN

Middlesex Borough
THE BOROUGH OF MIDDLESEX

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

BOROUGH OF MIDDLESEX LOCAL 181

PBA Local 181

Effective: From January 1, 1982 to
December 31, 1983

LIBRARY
Institute of Management and
Labor Relations

JUN 28 1982

RUTGERS UNIVERSITY

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ARTICLE I - Holidays and Holiday Pay

- A. There shall be 12 paid holidays per year for the Middlesex Police Department as follows:

New Year's Day	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Personal Birthday

- B. In addition to the paid holidays granted to all members of the Police Department, each member of the Police Department shall be entitled to one additional day or whatever portion thereof is necessary to be used for personal emergency situations which may arise during the course of the year. In order to obtain this personal time, the member of the Police Department must first submit a written request to the Chief of Police detailing the reason for his request for personal leave and the Chief of Police must be convinced that the request is justified before granting his approval for such emergency leave request.
- C. Compensatory time off up to two days will be granted for any other unusual occurrence/holidays for which other Borough employees are given time off. Any time off beyond two days will be paid time at current regular rate of pay.
- D. The twelve (12) paid holidays previously negotiated will be paid by separate check in two payments, one-half in June and one-half in November of each year.

ARTICLE II - Vacation

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 of which the employee will attain 4 years service, the vacation days will be increased by one additional day for each year of service over 3 years with a maximum vacation limit of 32 days. No man now enjoying a greater vacation that 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 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.

Any police officer may, upon receiving prior approval of the Mayor and Council, carry forward up to five (5) days unused vacation time from one calendar year into the next succeeding calendar year. Persons desiring to carry forward vacation time as aforesaid must submit a written request to the Mayor and Council on or before September 1st of the year from which vacation time is to be carried forward. Each such request will be considered by the Mayor and Council in the order in which received and will be evaluated on the basis of demonstrated need and the effect on departmental operations.

ARTICLE III - Salary

The base salaries to be paid to all police officers employed by the Borough of Middlesex for the year 1982 and 1983 shall be as follows:

Captain	25,989.	27,938.
Lieutenant	24,407.	26,237.
Sergeant	22,830.	24,542.
Patrolman "A"	21,221.	22,813.
Patrolman "B"	18,912.	20,331.
Patrolman "C"	17,820.	19,156.
Patrolman "D"	16,857.	18,121.
Patrolman "E" *	15,755.	16,936.

The salaries above set forth for the various positions represent a 7% increase across-the-board for said employees during 1982 and a 7½% across-the-board increase for said employees during 1983.

All of the above salaries for 1982 shall be retroactive to January 1, 1982.

* The minimum salary for Class "E" Patrolman shall be determined by the Mayor and Council for the employee's first year of employment. The base pay for all Class "E" Patrolmen hired after January 1, 1982 shall remain in effect for one (1) year from date of employment and shall not be changed by contract agreement.

ARTICLE IV - Hospitalization and Insurance

- A. The Borough of Middlesex agrees to pay for the cost of Blue Cross/Blue Shield 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 111, 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.
- B. The Borough held life insurance policy will be \$4,000.00.
- C. Insurance cost for long term disability insurance will be paid in full by the Borough.
- D. The Borough of Middlesex agrees to continue the existing Basic Dental Plan for the year 1982. On January 1, 1983 the Borough agrees to increase the Dental Insurance Plan to include the following:

Co-Payment- Preventive and Diagnostic:	70/30
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 \$1,000.00. Orthodontic Benefits are subject to a \$500.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

- E. The Borough reserves the right to present alternate Hospitalization and Insurance proposals to the P.B.A during the contract term.

ARTICLE V - Court Compensation

The compensation for off-duty Municipal Court appearances shall be \$15.00 per session. The compensation for off-duty appearances in County Court or any higher Court shall be \$35.00 per day. There will be no payment made in any civil court action that a man must appear in. (Retroactive to 1/1/82)

ARTICLE VI - Clothing Allowance

- A. All members of the Police Department shall receive a clothing allowance for uniforms in the amount of \$700.00 per man for the year of 1982 and \$800.00 per man effective January 1st, 1983.

- B. Upon determination by the Chief of Police and Chairman of the Police Committee that a uniform, wristwatch or eyeglasses/contact lenses has been damaged in the line of duty the following schedule of allowance shall apply.
 - 1. Uniform - replaced at the expense of the Borough
 - 2. Wristwatch up to \$25.00 shall be paid to the officer by the Borough for repair/replacement.
 - 3. Eyeglasses/contact lenses up to \$75.00 shall be paid to the officer by the Borough for repair/replacement.

The above schedule shall be over and above the clothing allowance granted to members of the Police Department.

ARTICLE VII - Longevity Benefits

The longevity benefits which existed previously have been modified and the pre-existing longevity program which provided for a two percent increase for each five years of service without limitations, has been amended to provide that there will still be a longevity program providing for a two percent increase for each five years of service, with a maximum longevity bonus that a police officer may now expect to receive will be 8%.

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 retroactive to January 1 of each given year.

ARTICLE VIII - Grievance Procedures

- A. It is the policy of the Borough of Middlesex that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

1. PURPOSE

The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to sworn police employee(s).

2. DEFINITIONS

A. A "grievance" is an allegation by an employee that his rights regarding the interpretation and application of the contract, or the administrative decision affecting him, has been violated.

B. An aggrieved person is the person or persons initiating the action.

3. PROCEDURE

A. All concerned shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level through regular administrative channels without interfering with the normal Police Department operations and procedures and shall be kept as informal and confidential as possible.

B. If an affected employee does not commence a grievance procedure within ten (10) calendar days after the occurrence then the grievance shall be considered waived.

C. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.

D. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision at that level.

E. All decisions shall be in writing with supportive reasons provided.

- B. Whenever an employee has a grievance, he should first present it verbally to his supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if it can, and in his opinion should, be made within the discretion permitted him. The supervisor must either conclude a mutually satisfactory solution to

ARTICLE VIII - Grievance Procedures (continued)

the grievance within forty-eight (48) hours of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so.

- C. When an employee is informed by his superior that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to higher authority, do so in writing, within forty-eight (48) hours, in the following manner: the employee is to sign the grievance and the supervisor is to initial and date it signifying he has read the formal grievance.
- D. The employee and/or his representative or representatives will prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Borough Clerk, who will without delay forward it to the councilmanic committee chairman in order to advise the councilmanic committee of the filing of a grievance.
- E. The other copy of the grievance shall be presented to his immediate supervisor (to whom the grievance was made verbally). The supervisor will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within twenty-four (24) hours after receipt of the written grievance the supervisor must present it, with the information required from him, to his superior.
- F. The superior will attempt to find a mutual satisfactory solution to the grievance within forty-eight (48) hours or failing in that must forward the complaint accompanied by his written report on the matter to the councilmanic committee. The committee will then consider and formally act on the complaint.
- G. Since it is intended that most of all, grievances can and should be settled without the necessity of reference to the councilmanic committee, no grievances will be heard or considered by the councilmanic committee, which has not first passed through the above described steps.
- H. If within one (1) week the councilmanic committee has not established a mutual satisfactory solution, then the councilmanic chairman shall present a report to the next scheduled executive meeting of the Borough Council. This report shall be signed by the other two (2) members of the committee indicating as to the committees and their reason for their inability to settle the grievance to the mutual satisfaction of the parties involved.

ARTICLE VIII - Grievance Procedures (continued)

- I. It shall be the council's responsibility to make final disposition of the filed grievance.
- J. All papers and documents relating to a grievance and its disposition will be placed in the employee's personal history file.

ARTICLE IX - Miscellaneous Provisions

- A. Funds shall be provided for training of members of the Middlesex Police Department.
- B. A committee shall be established with representation from the Middlesex Police Department, which shall review all accidents involving Borough Employees and/or Middlesex Borough owned equipment. This committee shall determine cause(s) of accidents, determine the degree of negligence and report findings with recommendations for action to the chairman of the councilmanic safety committee.
- C. The Borough shall provide a Defensive Driving Course for all members of the Middlesex Police Department.
- D. A paid terminal leave shall be granted employees six (6) months prior to normal retirement. No terminal leave shall be granted for disability retirement or for voluntary resignation.
- E. Police employees will be reimbursed for overtime at the rate of $1\frac{1}{2}$ times the base hourly rate of pay for all time worked in excess of the 30 minute grace period which immediately follows the completion of an 8 hour tour of duty. If an officer is called into work on his non-scheduled time, the officer will be entitled to receive overtime pay for said time worked. If an employee is called into work during non-scheduled time the employee will receive a minimum of two (2) hours pay at $1\frac{1}{2}$ times the base hourly rate of pay.
 - 1. The time and one-half computation shall apply only to the normal working day of the police officer and shall not apply to time spent by the police officer in attending either Municipal or County Courts or any other Courts nor shall it apply to employees attending basic schools.
 - 2. Officers may be reimbursed for overtime by compensatory time (at $1\frac{1}{2}$) off or by the existing provision. Compensatory time shall be at the option of the employee and subject to the permission of the Chief of Police.
 - 3. Call-in time does not apply to employees called in to rectify improperly completed work.
- F. Payroll Savings Plan deductions for purposes of purchasing United States Savings Bonds is available to every member of the Middlesex Police Department.
- G. All other benefits granted prior to this agreement, not specifically set forth herein, will remain in full force and effect.

Miscellaneous Items Discussed (continued)

- H. In the event a police officer is killed during the performance of his duties as a police officer, the Borough of Middlesex will pay to the heirs or estate of said police officer a sum of money equivalent to the police officer's base salary during the year that he is killed in the line of duty. This benefit shall be in addition to any and all benefits paid to the family of said police officer as a result of Workmen's Compensation benefits and other benefits paid to the survivors of said police officer.
- I. If any section, subsection, subdivision, clause or provision of the written contract agreement shall be adjudged invalid, such adjudications shall apply only to the section, subsection, subdivision, clause or provisions so adjudged, and the remainder of the written contract shall be deemed valid and effective.
- J. Non-Job Related Injuries - In the event that a member of the Middlesex Borough Police Department sustains any injury which does not occur in the course of employment with the Borough of Middlesex, the Borough of Middlesex will be obligated to pay said employee that employee's full salary minus whatever monies are received by the employee as a result of insurance money or other benefits paid to him as a result of his employment with an employer other than the Borough of Middlesex. For example, if a police officer is working on a part-time job for an employer other than the Borough of Middlesex and is injured on that job and receives Workmen's Compensation benefits or other benefits from the employer, the policeman will be entitled to receive his full salary from the Borough minus whatever benefits he receives from the other employer. The employee will be obligated to furnish to the Borough of Middlesex a statement under oath attesting to whatever benefits he has received as a result of this employment with any other employers.
- K. Funeral Leaves - In the event of the death in the employee's immediate family or of the death of a relative who resides with the employee, the Mayor and Council will grant a three day leave of absence with pay to the employee. A day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance of location. For purposes of funeral leave, the term "immediate family" shall mean and refer to the employee's spouse, children, parents, father-in-law, mother-in-law, sisters, brothers or any member of the immediate household. In addition an employee will be given (1) day off with pay to attend the funeral of a "near relative" defined as follows:
- Employee's - Godfather, Godmother
 Spouse's - Brothers, Sisters
 Employee's and Spouse's - Grandmother, Grandfather, Son-in-law, and Daughter-in-law.

ARTICLE IX - Miscellaneous Items Discussed (continued)

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

- L. Sick leave in excess of three (3) consecutive days must be justified by a certificate from a physician relating to the employee's illness. One-half ($\frac{1}{2}$) of a working day shall be the smallest unit to be considered in computing sick leave used.
- M. A committee shall be formed comprised of three (3) representatives of the Mayor and Council and three (3) representatives of the P.B.A. to establish by no later than December 31, 1982 minimum physical fitness standards for the Police Department and to provide for a mandatory physical exam for police employees every two (2) years, said exam at the expense of the Borough. Should an agreement not be reached by December 31, 1982 the Mayor and Council may establish such standards by ordinance.
- N. A police pistol range was requested and the Council agreed that a report be prepared by the Police Benevolent Association to outline the alternate plans for such a range.
- O. Two man patrols are, in the opinion of the Mayor and Council, a desirable policy. However, due to the existing size and commitment of the Police Department, it is impossible to guarantee two man patrols at all times. Accordingly the Police Commissioner and the Police Chief are charged with the responsibility of developing a plan to maximize the occurrence of two man patrols in the after daylight hours.
- P. A police reference library will be established by the Chief of Police for the use of the department.
- Q. Those individuals receiving reimbursement for use of personal vehicles on Borough business on a per-mile basis shall be compensated at the rate of 15¢ a mile.

This agreement constitutes the Employment Contract between the Borough of Middlesex and the members of the Middlesex Borough P.B.A. Local 181 covering the period from January 1, 1982 through December 31, 1983. Whenever and wherever the contract language refers to the masculine gender, it is understood to refer also to the feminine gender.

BOROUGH OF MIDDLESEX

MIDDLESEX P.B.A. LOCAL 181

Ronald S. Dobies

Ronald S. Dobies, Mayor

(92-1)

Sgt. Joseph Erb
Member of Negotiating Team

Richard Van Hook
Richard Van Hook, Council
President, Member of
Negotiating Team

Sgt. James E. Benson
Sgt. James Benson
Principal Negotiator

Robert H. Hunter
Robert H. Hunter, Councilman
Principal Negotiator

Ptln. Christopher McLean
Ptln. Christopher McLean
President, P.B.A Local 181

Joseph Hanna
Joseph Hanna, Councilman

Ptln. Kenneth DeVuyst
Ptln. Kenneth DeVuyst
Secretary, P.B.A. LOCAL 181

Robert J. Dudash
Robert Dudash, Councilman
Member of Negotiating Team

Ptln. Robert Remetta
Ptln. Robert Remetta
Member of Negotiating Team

Patricia Tierney
Patricia Tierney, Councilwoman

Sgt. Joseph E. Erb
Sgt. Joseph E. Erb

Victor Capolunghi
Victor Capolunghi, Councilman

Title	1982 - 7.5%	1983 - 8%
Prin. Librarian	\$17,007-\$21,050 \$808 Increment	\$18,368-\$22,734 \$873 Increment
	Base 17,007	Base 18,368
	1 17,815	1 19,241
	2 18,623	2 20,114
	3 19,431	3 20,987
	4 20,239	4 21,860
	5 21,050	5 22,734
Burdick	21,050	22,734
Fezell	21,050	22,734
Schoenberg	21,050	22,734
Zimmer	21,050	22,734
Senior Librarian	\$15,205 - \$19,048 \$768 Increment	\$16,421 - \$20,572 \$830 Increment
	Base 15,205	Base 16,421
	1 15,973	1 17,251
	2 16,741	2 18,081
	3 17,509	3 18,911
	4 18,277	4 19,741
	5 19,048	5 20,572
Kaplan	17,509	19,741
Junior Librarian	\$13,313 - \$16,968 \$731 Increment	\$14,378 - \$18,325 \$789 Increment
	Base 13,313	Base 14,378
	1 14,044	1 15,167
	2 14,775	2 15,956
	3 15,506	3 16,745
	4 16,237	4 17,534
	5 16,968	5 18,325
Nedswick	14,775	16,745
Administrative Library Secretary	\$11,923 - \$15,626 \$740 Increment	\$12,877 - \$16,876 \$799 Increment
	Base 11,923	Base 12,877
	1 12,663	1 13,676
	2 13,403	2 14,475
	3 14,143	3 15,274
	4 14,883	4 16,073
	5 15,626	5 16,876

Title	1982 - 7.5%	1983 - 8%
Library Clerk Driver	\$11,983 - 15,061 \$615 Increment	\$12,942 - 16,266 \$664 Increment
	Base 11,983	Base 12,942
	1 12,598	1 13,606
	2 13,213	2 14,270
	3 13,828	3 14,936
	4 14,443	4 15,600
	5 15,061	5 16,266
Confrancisco	15,061	16,266
Supervising Library Asst. & Graphic Artist	\$11,234 - 14,123 \$578 Increment	\$12,133 - 15,253 \$624 Increment
	Base 11,234	Base 12,133
	1 11,812	1 12,757
	2 12,390	2 13,381
	3 12,968	3 14,005
	4 13,546	4 14,629
	5 14,123	5 15,253
Parcells	14,123	15,253
Emmons	14,123	15,253
Josten	14,123	15,253
Holzbaur	12,390	14,005
Whitehead	14,123	15,253
Senior Library Assistant	\$ 9,474 - 11,977 \$500 Increment	\$10,232 - 12,935 \$540 Increment
	Base 9,474	Base 10,232
	1 9,974	1 10,772
	2 10,474	2 11,312
	3 10,974	3 11,852
	4 11,474	4 12,392
	5 11,977	5 12,935
Getlan	10,974	12,392
ThurLOW	11,977	12,935
Wilson	11,977	12,935
Junior Library Assistant	\$ 8,202 - 10,510 \$461 Increment	\$ 8,858 - 11,351 \$498 Increment
	Base 8,202	Base 8,858
	1 8,663	1 9,356
	2 9,124	2 9,854
	3 9,585	3 10,352
	4 10,046	4 10,850
	5 10,510	5 11,351
Brice	10,510	11,351

Title	1982 - 7.5%	1983 - 8%
Building Maintenance Worker	\$10,988 - 14,978 \$798 Increment	\$11,867 - 16,176 \$861 Increment
	Base 10,988 1 11,786 2 12,584 3 13,382 4 14,180 5 14,978	Base 11,867 1 12,728 2 13,589 3 14,450 4 15,311 5 16,176
Bonnand Romano	14,978 14,978	16,176 16,176
Library Page	\$2.99 - 4.65 hr. .33 Increment	\$3.23 - 5.02 hr. .35 Increment
	Base 2.99 1 3.32 2 3.65 3 3.98 4 4.31 5 4.65	Base 3.23 1 3.58 2 3.93 3 4.28 4 4.63 5 5.02
Weissman Weissberg S. Geyer Gurriere Hirsch Davis Nunn A. Geyer Cirinelli Kurtz Treacy	3.65 3.32 3.65 3.65 4.65 3.65 3.32 3.98 3.32 3.32 3.98	4.28 3.93 4.28 5.02 4.28 3.93 4.63 3.93 4.63

Hourly Rate

title	1982 Range	Per Hour	1983 Range	
Principal Librarian				
Base	17,007	9.34	18,368	10.5
1	17,815	9.78	19,241	10.5
2	18,623	10.23	20,114	11.05
3	19,431	10.67	20,987	11.55
4	20,239	11.12	21,860	12.05
5	21,050	11.57	22,734	12.49
more		11.57		12.49
Sen. Librn.				
Base	15,205	8.35	16,421	9.02
1	15,973	8.77	17,251	9.48
2	16,741	9.19	18,081	9.93
3	17,509	9.62	18,911	10.39
4	18,277	10.04	19,741	10.85
5	19,048	10.47	20,572	11.30
Jr. Librn				
Base	13,313	7.31	14,378	7.90
1	14,044	7.71	15,167	8.33
2	14,775	8.11	15,956	8.77
3	15,506	8.51	16,745	9.20
4	16,237	8.92	17,534	9.63
5	16,968	9.33	18,325	10.07
rank		9.33		10.07
Jr. Lib. Asst.				
Base	8,202	4.50	8,858	4.85
1	8,663	4.75	9,356	5.14
2	9,124	5.01	9,854	5.43
3	9,585	5.26	10,352	5.62
4	10,046	5.51	10,850	5.91
5	10,510	5.77	11,351	6.20
Pagano		5.77		6.20
Storozuk		5.77		6.20
Sr. Lib. Asst.				
Base	9,474	5.20	10,232	5.60
1	9,974	5.48	10,772	5.90
2	10,474	5.75	11,312	6.20
3	10,974	6.02	11,852	6.50
4	11,474	6.30	12,392	6.80
5	11,977	6.58	12,935	7.10
Shapiro		6.58		7.10
Bldg. Main Worker				
Base	10,988	6.03	11,867	6.50
1	11,786	6.47	12,728	6.90
2	12,584	6.91	13,589	7.30
3	13,382	7.35	14,450	7.70
4	14,180	7.79	15,311	8.10
5	14,978	8.22	16,176	8.50
Ronnand		8.22		8.50