

AGREEMENT

Between

BOROUGH OF ROSELLE PARK

And

ROSELLE PARK DEPARTMENT OF PUBLIC WORKS

**Represented by the International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of America
LOCAL 2326**

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

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PREAMBLE

- A. This Agreement is entered into this 18th day of August, 2022 between the **BOROUGH OF ROSELLE PARK** (hereinafter, the “Borough”) and the **ROSELLE PARK DEPARTMENT OF PUBLIC WORKS GROUP**, represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, **LOCAL 2326** (hereinafter, the “Union”).
- B. The effective date of this Agreement is January 1, 2020.
- C. The Borough and the Union agree as follows:

[SEE FOLLOWING PAGES]

ARTICLE 1
RECOGNITION

A. The Borough recognizes the Union as the sole and exclusive bargaining agency for full-time employees, including working foremen of the Department of Public Works of the Borough, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified March 19, 1991, by P.E.R.C., Docket No. RO-91-132.

B. The provisions of this Agreement shall apply to the following employees:

INCLUDED:

All full-time Department of Public Works Employees employed by the Borough.

EXCLUDED:

Superintendent of Public Works.

Assistant Superintendent of Public Works.

All other employees of the Borough including confidential employees, managerial executives, professional/clerical employees, craft employees, police, and supervisors.

ARTICLE 2
UNION WORK BY EXCLUDED PERSONNEL

At no time will any “excluded employee” (as defined by Article 1 of the foregoing contract) be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training, and/or in the absence of qualified people. This provision shall not be used to deprive employees of the opportunity to earn wages.

ARTICLE 3
UNION MEMBERSHIP/AGENCY SHOP DUES CHECK-OFF

A. The following provisions as to membership, and deduction of Union dues with respect to the employees within the collective bargaining unit, are agreed to for the term of this Agreement provided, however, that they shall be effective only subject to and conditional upon the Union and the employees complying with the applicable provisions and requirements of the Employer-Employee Relations Act, as amended:

B. Union Membership

1. Upon receiving the written authorization of an employee in the form provided in this Article 3, which form will be provided to the employees by the Union, the Borough agrees to deduct membership dues and initiation fees in such amounts as shall be fixed pursuant to the By-Laws and the Constitution of the Union during the continued effectiveness of such written authorization.
2. All sums collected shall be promptly remitted to the Financial Secretary of the Union.
3. The Union will certify in advance to the Borough, in writing, the amount of dues and initiation fees to be deducted from the pay of each employee, and shall indemnify and hold harmless the Borough against any liability which may arise, by reason of the deduction by the Borough of the Union dues and initiation fees hereunder. In no event shall the Borough be liable to any employee for any deduction from the pay of any such employee for Union Dues and Initiation Fees, or any payments made by the Borough to the Union hereunder.
4. The Borough will submit to the Financial Secretary of the Union a monthly statement of those employees from whose earning deductions have been made, together with the amount of such deductions.

5. In the event that an employee has no dues deducted in any calendar month, the Borough shall state the reason on the monthly dues deducted statement.
6. The check-off authorization to be signed by each employee shall be as follows:

TO THE BOROUGH OF ROSELLE PARK

DATE: _____

I hereby assign to Local Union 2326, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 2326 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues* in such sum as may be established from time to time as Union dues, in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Borough and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this agreement, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Borough and the Union, whichever shall be shorter, unless written notice is given by me to the Borough and the Union, not more than twenty (2) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Borough and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 3 02(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here) (Address of Employee)
(Type or print name of Employee) (City) (State) (Zip)
(Date of Signature) (Employee Clock #) (S.S. #) (Date of Delivery)
*One point four (1.4) hours pay per month.

B. Agency Shop

1. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to each year, the Union will submit to the Borough a list of those employees who have not become members of the Union for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with Section b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

C. Payroll Deduction Schedule

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Borough; or (b) thirty days after the employee begins their regular and temporary employment over ninety (90) days in a bargaining unit position.

D. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union, which shall be deducted on the first pay period of the month.

E. Changes

The Union will notify the Borough in writing of any changes in the list provided for in Section a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

F. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

G. Termination of Employment

If an employee who is required to pay a representation fee terminates their employment with the Borough before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Borough will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

H. Indemnification

With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold 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 pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Borough in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE 4
MANAGEMENT RIGHTS

The Union recognizes that the management of the Borough's Department of Public Works, the control of its properties, and the maintenance of order and efficiency are solely the responsibilities of the Borough. All the rights, power, and authority possessed by the Borough prior to the signing of this Agreement are retained exclusively by the Borough without limitation, except as may be specifically provided for in writing in this Agreement. Such management rights include, but are not limited to, the right to select and direct the work force; to hire, suspend, or terminate employment; to assign, promote, demote, lay off, or transfer in accordance with applicable law; to determine the amount of overtime to be worked; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment and methods to perform the work of the Department, together with the selection, procurement, assignment, engineering, and the control of equipment and materials; and to purchase services of others by contract or otherwise based on availability of trained personnel, facilities and equipment, economics, and performance of the work within the required time frame; make reasonable rules and regulations not inconsistent with the terms of this Agreement and subject to the statutory requirement to negotiate new rules or modifications of existing rules before implementation thereof; and to otherwise determine the methods, means, and personnel by which its operations are to be conducted.

ARTICLE 5
INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Borough's establishment during working hours, at a prearranged time of mutual convenience to the Borough and Union, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Borough's working schedule.

ARTICLE 6
UNION REPRESENTATION

- A. The Borough recognizes the right of the Union to designate one (1) Unit Chairperson and one (1) Shop Steward.
- B. The authority of the Unit Chairperson and Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 2. The transmission of messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Borough's functions and operations.
- C. The Unit Chairperson and Steward have no authority to take strike action or any other action interrupting the Borough's operations.
- D. The Borough recognizes these limitations upon the authority of the Unit Chairperson and Steward, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Unit Chairperson or Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.
- E. Either the Unit Chairperson or the Steward, but not both, shall be permitted, with the permission of Department of Public Works management, to investigate, present, and process a grievance on or off the property of the Borough, without loss of time or pay. Such time spent

in handling grievances shall be considered regular working hours in computing daily and/or weekly overtime.

ARTICLE 7
GRIEVANCE PROCEDURE

- A. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this Agreement. A “working day” within the meaning of this Agreement shall be any and all days where the Borough’s Department of Public Works is open as a matter of regular business operations and a subject employee is working. Whereas, a “calendar day” within the meaning of this Agreement shall be any and all days of the week, Saturdays, Sundays, and holidays included.
- B. In the event of such grievance, the steps hereafter set forth shall be following:

Step 1:

An employee or their designated representative with a grievance shall first file a written statement of grievance and discuss the matter orally with their immediate supervisor within five (5) working days of occurrence of the facts which give rise to the grievance. The supervisor, for the purposes of Step 1, shall deliver a written decision on the grievance within two (2) working days of the oral discussion on the same. The objective of Step 1 is to proceed with a view to resolve the grievance informally. The aggrieved party shall document with the immediate supervisor the date and subject of the grievance. If the grievance is not presented within the aforementioned time period, it shall explicitly not thereafter be considered a grievance under this Agreement and shall not proceed further within this procedure.

Step 2:

In the event the employee or the designated representative is unable to satisfactorily resolve the matter pursuant to Step 1, the employee or the representative may present the formal written grievance to the Superintendent of Public Works within three (3) working days after the

decision is rendered at Step 1. Should the Superintendent of Public Works be the immediate non-union supervisor, the grievance shall then, instead, proceed directly to Step 3 of the foregoing procedure. During an appeal to Step 2, a meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the aggrieved party or the designated representative and the Superintendent of Public Works. A decision thereon shall be delivered in writing by the Superintendent of Public Works within three (3) working days after the holding of such meeting. In the event the grievance is not satisfactorily settled, the employee or the designated representative may proceed to Step 3 of the foregoing procedure.

Step 3:

If the grievance is not satisfactorily resolved at Step 2, the matter may be referred, in writing, by the aggrieved party or the designated representative to the Chief Administrative Officer (hereinafter, the "Business Administrator") of the Borough within five (5) working days after the decision in Step 2, or Step 1 as may be applicable. The employee or the designated representative shall meet with the Business Administrator to discuss the grievance within five (5) working days from receiving the grievance. If the matter is not presented within the aforementioned time period, it shall explicitly not thereafter be considered a grievance under this Agreement and shall not proceed further.

During an appeal to Step 3, a meeting on the written grievance shall be held between the aggrieved employee or their designated representative and the Business Administrator within ten (10) working days after the receipt of an appeal from Step 2, or Step 1 as may be applicable. The Business Administrator shall deliver a written decision on the grievance within five (5) working days after the date of said meeting. In the event the grievance is not satisfactorily

settled, the employee or designated representative may appeal the matter to Step 4 of the foregoing procedure.

Step 4:

If the grievance is not satisfactorily resolved at Step 3, the matter may be appealed, in writing, by the aggrieved employee or their designed representative to the Municipal Services (Public Works and Engineering) Committee (hereinafter, the "Committee") of the Mayor and Council within five (5) working days after the decision at Step 3. Upon request by the Union, the Borough will provide the Union with a full list of Committee membership. Service of said appeal shall be delivered to the Municipal Clerk of the Borough on behalf of the Committee. A meeting on the grievance shall be held between the aggrieved employee or their designated representative and the Committee within fifteen (15) working days after receipt of the written grievance appeal from Step 3. The Committee shall deliver a written decision within five (5) working days after the date of the aforesaid meeting. In the event the grievance is not satisfactorily settled, the aggrieved employee or their designated representative may appeal the matter to Step 5, the final step of the foregoing procedure.

Step 5:

If the grievance is not satisfactorily resolved at Step 4, the aggrieved employee or their designated representative may, within ten (10) calendar days after receipt of the decision from Step 4, file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation. Further agreed procedures, to the extent practicable, between the Borough and Union shall be defined by Article 8 of this Agreement.

Any approved termination, by formal Resolution of the Mayor and Council of the Borough, shall have the ability to go immediately to Step 5 of the foregoing procedure at the discretion of the Union within the defined procedure as if it was a matter appealed from Step 4.

ARTICLE 8
ARBITRATION PROCEDURE

A. Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The party desiring arbitration must file for arbitration and notify the other party in writing of such desire in accordance with the last step of the grievance procedure provided for in Article 7 of this Agreement. In the event either party fails to serve said written notice of desire to arbitrate within ten (10) calendar days of the date of the written decision handed down under the last step of the grievance procedure provided for in this Agreement, then the grievance shall be considered as abandoned.
2. After receipt of a desire to arbitrate, the aggrieved party may submit the matter to the New Jersey State Board of Mediation requesting that an impartial arbitrator be selected in accordance with its rules and regulations.
3. The decision of the arbitrator shall be final and binding on both parties and shall set forth the rationale for the decision in the award to the extent they feel it is appropriate to do so.
4. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to them involved in the grievance, and limited to the interpretation of the Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration through the steps of the grievance procedure and shall have no authority to determine any other issues not so submitted to them. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.

5. The arbitrator's fees and expenses shall be borne equally by the parties to the Agreement.

Any other expenses included but not limited to witnesses shall be borne by the individual party incurring same.

6. One (1) member (either the Unit Chairperson or Shop Steward, but not both) shall represent the aggrieved party. The Borough shall pay for all time spent at arbitration for the Unit Chairperson or Shop Steward.

7. Arbitration hearings and conferences shall be held at the Municipal Building located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204.

ARTICLE 9
NO STRIKE, NO LOCKOUT

- A. The Borough agrees that it will not lock out its employees and the Union agrees it will not sanction a strike, walkout, slow-down, work stoppage, or other job action against the Borough during the life of this Agreement. Any employee engaging in or assisting such action shall be subject to disciplinary action up to and including employment termination.
- B. The International Union or the Local Union shall not be held financially liable for any such unauthorized acts provided that upon receipt of notice from the Borough of the occurrence of any unauthorized acts, the International Union and the Local Union shall immediately and officially notify employees involved to terminate such Unauthorized Acts and promptly take the following action:
1. The International Union by telegram to the Local Union officers shall state that such Unauthorized Acts are not directed or authorized by the Union and are in violation of this Agreement.
 2. Endeavor to induce employees to cease such Unauthorized Acts.
 3. The Local Union officers and stewards shall, by example, continue at work and endeavor to encourage all other employees to do so.

ARTICLE 10
DISCIPLINARY ACTION, SUSPENSION, OR EMPLOYMENT TERMINATION

- A. The Borough retains the right to discipline, suspend, or terminate employment, for just cause or as otherwise set forth in this Agreement. Examples of just cause include, but are not limited to, excessive absenteeism, abuse of sick leave, consuming alcohol or drugs during work hours, poor work performance, failure to return from an approved leave, violation of workplace infractions and insubordination. Whenever possible, the Unit Chairperson or Shop Steward shall be present during the Borough's delivery of a notice of disciplinary action with the employee unless the employee does not want to have the Union representative present. However, it is understood by the parties that there may be circumstances, such as insubordination, when no Union representation is present at the time the discipline is meted out. If the employee feels the action is unjust, a grievance shall be filed. In the case of discharge, the grievance will be referred to Step 5 of the Grievance Procedure.
- B. An employee who is disciplined, suspended, or discharged will receive written notice thereof including reason(s) within two (2) working days of said action, and a copy of said notice will be forwarded to the Unit Chairperson or Shop Steward and to the Local Union Office.
- C. The grievance procedure outlined by the agreement, and the associated timetables therein, shall begin upon the Borough's delivery of a written notice of disciplinary action to an employee, and the Union as applicable. In the case of employment termination, associated timetables outlined herein shall commence upon the final written notice of the Mayor and Council's final action(s).

ARTICLE 11
SEPARATION OF EMPLOYMENT

- A. Upon discharge the Borough shall pay all money, including pro rate vacation pay, due in the following pay cycle.
- B. Upon quitting, and providing the Borough with at least two (2) weeks' advance notice, the Borough shall pay all money due to the employee, including pro rata vacation pay, at the time of the regular pay period. As practical based upon adherence to internal accounting controls. If no advance notice is given, payment will be made in the following pay cycle as similarly practicable.

ARTICLE 12
UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union. The Borough shall have the right to remove material, which is political in nature or not official Union business.

ARTICLE 13
NON-DISCRIMINATION

- A. Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of race, color, religion, age, sex, national origin, handicapped status, being a disabled veteran, being a veteran of the Vietnam era, or being designated as a member of any other legally protected classification.
- B. Any employee member of the Union acting in an official capacity whatsoever shall not be discriminated against for their acts as such officer of the Union so long as such acts do not interfere with the conduct of the Borough's operation, nor shall there be any discrimination against any employee because of Union activity or non-Union activity.

ARTICLE 14
WORK ASSIGNMENTS

- A. The Borough agrees not to direct or require employees to perform any work other than the work prescribed in the individual employee's classification (see classification attached), unless otherwise specifically provided for in this Agreement.
- B. Employees shall be assigned to work in their primary classification when work is available.
- C. When there is no work in an employee's particular classification, the employee will be assigned to the next lowest classification where work is available without loss of pay.

ARTICLE 15
SAFETY

- A. The Borough shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state, or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately inform their supervisor. The supervisor will determine and advise how the work can be performed safely or, if finding that the work cannot be performed safely, will stop the work until safe conditions have been restored. If an employee feels safety procedures are not being adhered to, and supervision has not responded accordingly, a grievance may be commenced as set forth herein.
- B. The Borough insists that the proper safety equipment, provided by the Borough, be used by employees under required conditions. An employee's refusal to adhere to safety measures, including the use of safety equipment, may result in the Borough taking progressive disciplinary action.

ARTICLE 16
NOTIFICATION TO THE UNION

- A. The Borough will notify the local Union office, in writing, of all hires, promotions, demotions, transfers, and disciplinary actions, including employment terminations, within the bargaining unit.
- B. The Borough will notify the Union in writing of all layoffs.
- C. The Borough will provide the Union with an updated list of covered employees showing name, address, and classification.

ARTICLE 17
NEW HIRE PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of six (6) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason, or for no reason, within its sole discretion. Termination shall be effectuated by formal affirmative action of the Mayor and Council. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

ARTICLE 18
SENIORITY

A. Seniority shall mean a total of all periods of continuous uninterrupted employment, exclusive of layoff with recall rights, with the Borough's Department of Public Works. Employees shall lose seniority rights for any one of the following reasons:

1. Voluntary resignation.
2. Employment termination for just cause.
3. Failure to return to work within ten (10) working days after being recalled from layoff by registered or certified mail, unless due to actual illness or accident. (The Borough may require substantiating proof of illness or accident).
4. Employees will not accrue seniority when on unpaid leave except when such leave is under FMLA.

ARTICLE 19
LAYOFF AND RECALL

A. In the event the Borough reduces the work force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, within a classification, providing the senior employees can perform the remaining work available. Employees laid off will exercise their rights.
2. Notice of such layoffs will be given at least ten (10) working days before the scheduled layoff.
3. A laid off employee shall have preference for recall for a period of one year.
4. The Borough shall rehire laid off employees in the order of greatest employment seniority within their job classification. Under no circumstances whatsoever shall the Borough hire from the open labor market while any employee has an unexpired term of preference for recall, provided the employee shall be deemed by the Borough to be qualified and capable of performing the work and is ready and willing and able to be recalled.
5. The Borough, in making a determination as to an employee's qualifications or capabilities, shall not be arbitrary.
6. Notice of re-employment to an employee who had been laid off shall be made by registered or certified mail to the last known address of such employee. It is the responsibility of the employee to keep the Borough advised of his/her current address.
7. Within fifteen (15) calendar days of certified receipt of a recall notification, an employee shall notify the Borough of their intent to return, or not to return to work and will report to work within fifteen (15) calendar days of the date directed.

ARTICLE 20
JOB BID, POSTING, AND TRAINING PERIOD

- A. The Borough agrees to fill all job vacancies from within the bargaining unit before hiring new employees, provided there are employees who are physically and mentally capable of qualifying for the vacancies. However, there may be certain jobs (i.e. automotive mechanic, shade tree/bucket operator) that require specific skills and may be filled by new hires who possess greater qualifications and experience than the existing employees on the payroll.
- B. The Borough shall post all vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment, and the requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation beyond the five (5) working days posting period will have the opportunity to bid within twenty-four (24) hours of return to work provided there had been no prior notice of the posting.
- C. Promotions shall be offered to qualified employees, to be determined by the Borough, in order of greatest employment seniority from the next lower classification who bids for the job. If no bidder exist, then the promotion shall be offered to the bidder with the greatest employment seniority in the second lower classification. Should there be no qualified bidders available, the Borough will hire from the outside employment market.
- D. The Borough agrees that any test to be administered to determine the employee's physical and mental qualifications to perform the functions and duties of the new position shall be administered fairly and equitably to all employees.
- E. The successful bidder shall receive a trial period of up to forty-five (45) calendar days on his/her new assignment. Such employee shall be compensated at the rate of pay of his/her new classification. The employee's new pay rate shall be the rate of the new classification.

F. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. Should the employee fail to successfully meet these requirements within the trial period, they shall be returned to their former classification and shall assume seniority and pay as though they had never left their old classification.

ARTICLE 21
NEW JOB CLASSIFICATION

At least thirty (30) calendar days before establishing a new classification, the Union will be provided a job classification sheet containing a base salary rate for the purpose of negotiating an hourly rate of pay.

ARTICLE 22
HOURS OF WORK

A. The Borough agrees to schedule each full-time employee for eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday, inclusive. Sick days shall not count toward the aggregate number of hours worked per week when computing a forty (40) hour work week for overtime and compensatory time purposes. Employees shall remain entitled to overtime and compensatory time for hours worked in excess of eight (8) in any twenty-four (24) hour period.

B. The normal scheduled hours of work and one-half (1/2) hour lunch period each day are as follows:

<u>Hours Worked</u>	<u>Lunch Period*</u>
7:00 A.M. to 3:30 P.M.	12:00 P.M. (Noon) to 12:30 P.M.
5:00 A.M. to 1:30 P.M.	10:00 A.M. to 10:30 A.M.

* Scheduled by Superintendent of Public Works based upon work needs.

1. The Borough reserves the right to change an employee's shift after giving the employee and the Union at least twenty-four (24) hours' advance notification. The 5:00 A.M. to 1:30 P.M. shift shall be an Emergency Shift to be used only as needed in the sole discretion of the Borough.

C. The Borough agrees to allow a paid one-half hour (30 minute) meal period whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour, and an additional one-half hour (30 minute) meal period for each subsequent four (4) hours of work.

D. The Borough shall allow two (2) fifteen (15) minute breaks during each eight (8) hour work day as follows:

Regular Shift: 7:00 A.M. to 3:30 P.M.

First Break: 9:15 A.M. – 9:30 A.M.

Second Break: 2:00 P.M. – 2:15 P.M.

Emergency Shift: 5:00 A.M. to 1:30 P.M.

First Break: 7:15 A.M. – 7:30 A.M.

Second Break: 12:00 P.M. (Noon) – 12:15 P.M.

1. These breaks are to be taken in the area where the employees are working and a job site once established will not be broken down for the break period. Break schedules may vary with permission of the Superintendent or designee.

E. The Borough will allow for employee clean-up time, as follows:

Fifteen (15) minutes before lunch;

Fifteen (15) minutes before quitting time.

F. The Borough agrees to guarantee each employee a minimum of eight (8) hours of work or pay in lieu thereof~, each day, Monday through Friday, subject to the terms and conditions of this Agreement.

G. The Borough agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work outside regular hours (an employee's shift) on any day, including Saturday, Sunday, and Holidays, notwithstanding that the employee's actual work time on that occasion is less than three (3) hours.

ARTICLE 23
SNOW REMOVAL

Employees performing emergency snow plowing work for more than four (4) consecutive hours outside their normal work day may take a meal rest period of one (1) hour after the fourth (4th) consecutive hour of such work and a one-half (1/2) hour rest period for each subsequent four (4) hours of work. Rest periods shall be administered by the Supervisor so as to stagger them and permit coverage.

ARTICLE 24
WAGES

- A. Retroactive to January 1, 2020, all employees covered by this Agreement shall receive a 0.00% increase over their 2019 base salary.
- B. Retroactive to January 1, 2021, all employees covered by this Agreement shall receive a 2.0% increase over their 2020 base salary.
- C. Retroactive to January 1, 2022, all employees covered by this Agreement shall receive a 3.0% increase over their 2021 base salary.
- D. Effective January 1, 2023, all employees covered by this Agreement shall receive a 3.0% increase over their 2022 base salary.
- E. Effective January 1, 2024, all employees covered by this Agreement shall receive a 2.0% increase over their 2023 base salary.
- F. "Schedule A" provides pay treatment for 2020, 2021, 2022, 2023 and 2024.

ARTICLE 25
TEMPORARY TRANSFERS

- A. A Laborer transferred to a classification with a higher rate of pay shall be paid the Apprentice Operator's rate of pay, provided that the Laborer has completed at least eighty (80) hours of training in that higher rated classification and will receive the Apprentice Operator's rate of pay for a minimum of one (1) hour and/or all hours worked in that classification.
- B. Daily assignments to higher classifications of work shall be considered temporary transfers.
- C. Temporary transfers shall be offered to the qualified employee with the greatest employment seniority and most equipment knowledge from within the next lower classification.

ARTICLE 26
PREMIUM OVERTIME

- A. The Borough agrees to pay premium wages in accordance with the following rules:
1. One and one-half (1 ½) times the straight time hourly rate shall be paid for:
 - (a) All hours spent in the service of the Borough in excess of eight (8) hours in any twenty-four (24) hour period.
 - (b) After completion of forty (40) hours worked, all hours spent in the service of the Borough on any Saturday. Vacation days, holidays, personal days, bereavement days, and jury duty are to be taken into account in the computation of the forty (40) hour work week. Sick leave does not count as hours worked toward the forty (40) hour computation. Preference will be given to the employee who has actually worked forty (40) hours.
 - (c) All time spent in the service of the Borough on any Sunday.
 2. Double time will be paid for all hours spent in the service of the Borough on any holiday in addition to eight (8) hours straight time holiday pay.
- B. The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment.
- C. Employees, other than those classified as a Laborer Helper or Class I Laborer, shall have the options of being part of an on-call rotation. Employees in the on-call rotation will be entitled to five (5) hours of stand-by pay during their on-call week at a rate of one and one-half (1 ½) times their straight time hourly rate, regardless of whether employee is called into work. All other provisions with regard to overtime shall apply if there is a call-in while an employee is on the stand-by schedule.

D. Employees shall be entitled to use compensatory time in lieu of overtime. Compensatory time earned must be used in the year it was accrued or such time is lost.

ARTICLE 27
HOLIDAYS AND PERSONAL DAYS

A. The Borough agrees to pay each employee eight (8) hours' pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Juneteenth National Independence Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veteran's Day
12. General Election Day
13. Thanksgiving Day
14. Friday After Thanksgiving
15. Christmas Eve
16. Christmas Day

B. Any holiday which falls on a Saturday shall be celebrated the preceding Friday. Any holiday which falls on a Sunday shall be celebrated the following Monday.

C. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall enjoy an additional day of vacation with pay.

- D. Any employee who is absent from work without authorization, either the work day before or after a holiday, may not receive holiday pay. However, the employee may be eligible for holiday pay if they are excused (i.e. vacation, personal, bereavement, jury duty, doctor's certified sick leave) by the Borough from working the last scheduled work day prior to and/or the first scheduled work day after the holiday.
- E. Each employee will be granted three (3) personal days after one (1) year of employment, except for employees hired after July 1, 2000 as specified in Section F below. An employee shall be required to give twenty-four (24) hours' prior notification to the Borough before taking a personal day and approval by the Superintendent has been obtained. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.
- F. Employees hired after July 1, 2000 shall receive personal days as follows:
1. After completion of 1 year to the completion of 5 years: 1 Day
 2. After completion of 5 years to the completion of 10 years: 2 Days
 3. After completion of 10 years forward: 3 Days

ARTICLE 28
VACATIONS

- A. Each employee's anniversary date of employment shall be the basis for determining earned vacation time due for that year.
- B. Vacations shall be scheduled by seniority and classification, subject to departmental requirements.
 - 1. No more than three (3) employees will be scheduled for vacation in any work week.
 - 2. A job classification cannot be depleted.
- C. Any management employee's scheduled vacation time shall not be a basis for denying a Union employee their desired vacation request.
- D. The vacation schedule requests shall be posted by January 2nd. All employees shall pick their vacation request by March 31st. After March 31st, the request will be granted on a first-come first-served basis without regard to seniority, subject to classification requirements.
- E. Vacation pay shall be based on eight (8) hours straight time pay for each day of vacation entitlement.
- F. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.
- G. Employee vacation periods must be taken between January 1st and December 31st of each year, and unused vacation days will not be carried over into the succeeding year.
- H. Employees shall not normally be required to return to work while on vacation.
- I. Employees shall be required to give twenty-four (24) hours' prior notice to the Borough before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent of Public Works after his determination that there will be adequate coverage of departmental functions and duties for the requested day. The twenty-four (24) hour advance

notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.

J. Each employee would be allowed to use up to five (5) vacation days on a “one-day-at-a-time” basis.

K. Each employee shall receive annual vacation leave with pay in accordance with the following schedule, based upon the completion of designated years of employment:

After Completion of

1 year of employment	10 days
2 and 3 years of employment	14 days
4 and 5 years of employment	15 days
6 through 10 years of employment	18 days
11 through 15 years of employment	22 days
16 through 19 years of employment	24 days
20 years of employment and over	25 days

L. All employees hired after July 1, 2000 shall enjoy the following vacation schedule:

After completion of 1 year until completion of 2 years 10 days
(Year 2 of employment)

After completion of 2 years to completion of 5 years 12 days
(Year 3, Year 4, and Year 5 of employment)

After completion of 5 years to completion of 10 years 14 days
(Year 6, Year 7, Year 8, Year 9, and Year 10 of employment)

After completion of 10 years to completion of 14 years 16 days
(Year 11, Year 12, Year 13, and Year 14 of employment)

After completion of 14 years to completion of 19 years 18 days
(Year 15, Year 16, Year 17, Year 18, and Year 19 of employment)

After completion of 19 years and forward 20 days
(Year 20+ of employment)

ARTICLE 29
SICK LEAVE

- A. Each Union employee with less than one (1) year of full-time service shall be allowed one (1) day of sick leave with pay for every month of employment.
- B. Each Union employee with more than one (1) year of full-time service shall be allowed fifteen (15) days of sick leave, with pay, per annum. Employees hired after July 1, 2000 shall receive ten (10) sick days, with pay, per annum. An employee may accrue up to two hundred (200) days of unused sick leave and use these accrued days as compensation for a confirmed (Doctor's Certificate) long-term illness or disability.
- C. Upon retirement, an employee may elect to receive a cash payment equaling one (1) day's regular base pay for each three (3) days of unused sick leave time, up to a maximum of two hundred (200) days and payout not to exceed \$6,500. All employees hired on or after January 1, 2012, shall no longer be afforded payment for accumulated sick leave upon retirement.
- D. Any Union employee electing the cash payment option provided for in this Article shall notify the Borough Collector-Treasurer of such election by January 1st of the year of scheduled retirement. Employees adhering to the January 1st deadline will be paid unused sick leave time upon retirement from the Borough. Any employee not adhering to the January 1st requirement shall receive payment for unused sick leave on or before January 1st of the succeeding year.
- E. Each Union employee who is absent on account of sickness in excess of two (2) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.
 - 1. The Borough shall have the right at any time to have an employee, who is absent on account of sickness, examined by a physician at the Borough's expense upon their return to work in order to report on their condition.

- F. After a Union employee has used the maximum accumulated sick leave to which they are entitled, an additional period not to exceed ninety (90) days may be granted at the discretion of the Borough, by Resolution of Mayor and Council, after a complete and thorough review of the medical history and medical reasons surrounding the Union employee's absence. Prior to the end of the extended period, the Union employee must provide the Superintendent of Public Works with information regarding their intent and ability to resume their employment with the Borough.
- H. Sick days shall not count towards the aggregate number of hours worked per week when computing a forty (40) hour work week for overtime/compensatory time purposes. Employees shall remain entitled to overtime/compensatory time for hours worked in excess of eight (8) in any twenty four (24) hour period.

ARTICLE 30
HEALTH AND DENTAL INSURANCE

A. Medical Insurance

1. The Borough shall provide all active Union employees and their families with coverage for hospital and major medical insurance through the New Jersey State Health Benefits Plan. Employees shall contribute to the cost of health benefits in an amount equal to that requested by P.L. 2011, c. 78. The Borough shall have the right to substitute a different hospital and major medical insurance carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier.

Effective for policy coverage beginning January 1, 2023, all members of the Union hired prior to January 1, 2022 will no longer be eligible to select Direct 10 or Direct 15 as their primary health insurance through the New Jersey State Health Benefits plan. Such Union members can select Direct 1525 or any other available plan not otherwise precluded from selection as part of this agreement.

All members of the Union hired on or after January 1, 2022 will no longer be eligible to select Direct 1525 as their primary health insurance through the New Jersey State Health Benefits plan. Union members can select Direct 2030 or any other plan not otherwise precluded from selection as part of this agreement.

2. Effective January 1, 2022 the Borough shall pay the full cost of the premium of the policy in effect at the time of retirement for hospital and major medical insurance for Union employees, including their spouses and dependents as applicable, hired before January 1, 2022 who have accumulated at least fifteen (15) years of service, and have attained the age of fifty-five (55). This benefit shall be available upon proof that said

retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis.

Effective January 1, 2023 the Borough shall pay the full cost of the premium of the policy in effect at the time of retirement for hospital and major medical insurance for Union employees, including their spouses and dependents as applicable, hired before January 1, 2022 who have accumulated fifteen (15) years of service, and have attained the age of sixty (60). This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis. Any employee hired before January 1, 2022 who retires on or after January 1, 2023 shall retain Direct 1525 level coverages, including coverages for spouses and dependents as applicable, with the full cost paid by the Borough.

The Borough shall pay the partial cost the premium of the policy in effect at the time of retirement for hospital and major medical insurance for Union employees, including their spouses and dependents as applicable, hired on or after January 1, 2022 who have accumulated fifteen (15) years of service, and have attained the age of sixty (60). The Borough's partial payment shall be supplemented and made whole by the retiree's contribution pursuant to the contribution limits set forth in P.L. 2011, c 78. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis.

In the event an adverse determination is rendered by the State of New Jersey on hospital and major medical insurance coverage available to an eligible employee upon retirement, the Borough shall annually, directly pay the retiree a monetary amount equal to the cost of the premium of the policy said employee would be eligible to receive in retirement. Such provision shall explicitly include policies in effect that include spouses and dependents as applicable. If said employee would otherwise be required by this Article to contribute toward retirement benefits of this nature, said employee would be entitled to the cost of the premium of the policy less the employee's contributory share calculated on an annual basis. In the case where such adverse determination is rendered by the State of New Jersey, and a retirement occurs mid-year, the Borough will process and remit a pro-rata payment for benefits within thirty (30) days of receiving such adverse determination from the State, but no sooner than the first day of retirement. Thereafter, payments will be processed and remitted to the retiree on an annual basis within the first month of the calendar year.

3. Any Union employee who shall lawfully decline enrollment (opt-out) of a hospital and major medical insurance program shall be entitled to receive the sum of five-thousand dollars (\$5,000.00) or twenty-five percent (25.00%) of the saving to the Borough, whichever is less, each year, in lieu of said overage. This provision shall also be in effect for retirees.

B. Dental Insurance.

1. The Borough shall provide all Union employees and their families with coverage for dental insurance. The Borough shall have the right to substitute a different dental insurance carrier, provided that replacement coverage is substantially similar to that

afforded by the current carrier. The Borough shall bear the costs of all premiums for Union employees and, their families.

C. Drug Prescription Insurance.

1. The Borough shall provide all active Union employees and their families with coverage under a drug prescription program through the New Jersey State Health Benefits Program. The Borough shall, thereafter, have the right to substitute a different drug prescription carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier. All Union employees shall contribute to the drug prescription insurance premiums pursuant to the contribution limits set forth in P.L. 2011, c. 78. Furthermore, Union employees shall be required to use the drug prescription plan that is part of the major medical insurance plan they have chosen.
2. For Union employees, including spouses and dependents as applicable, hired before January 1, 2022 the Borough shall pay the full cost of the premium of the policy in effect at the time of retirement for drug prescription program insurance. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis. For Union employees hired on or after January 1, 2022 the Borough shall pay the partial cost the premium of the policy in effect at the time of retirement for drug prescription program insurance. The Borough's partial payment shall be supplemented and made whole by the retiree's contribution pursuant to the contribution limits set forth in P.L. 2011, c 78. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis.

In the event an adverse determination is rendered by the State of New Jersey on the drug prescription program insurance coverage available to an eligible employee upon retirement, the Borough shall annually, directly pay the retiree a monetary amount equal to the cost of the premium of the policy said employee would be eligible to receive in retirement. Such provision shall explicitly include policies in effect that include spouses and dependents as applicable. If said employee would otherwise be required by this Article to contribute toward retirement benefits of this nature, said employee would be entitled to the cost of the premium of the policy less the employee's contributory share calculated on an annual basis. In the case where such adverse determination is rendered by the State of New Jersey, and a retirement occurs mid-year, the Borough will process and remit a pro-rata payment for benefits within thirty (30) days of receiving such adverse determination from the State, but no sooner than the first day of retirement. Thereafter, payments will be processed and remitted to the retiree on an annual basis within the first month of the calendar year.

3. The prescription co-pays, including those for retirees eligible for prescription coverage, shall be set by the New Jersey State Health Benefits Plan.

D. Prescription Safety Glasses

1. The Borough shall bear the cost of providing no more than one (1) pair of prescription safety glasses each year to each Union employee who requires them in the performance of their duties. The costs of such shall not exceed One Two-Hundred Dollars (\$200.00). The costs of eye examinations and ophthalmology or optometry services required in the prescription of such safety glasses shall be borne by the respective Union employee.

E. Disability

1. The Borough shall provide all Union employees with coverage under a Temporary Disability Plan. The Borough's financial commitment shall be in accordance with State statute. The Borough shall have the right to substitute a disability carrier, provided that replacement coverage is substantially similar to that afforded by existing Temporary Disability Plan coverage.

ARTICLE 31
GROUP INSURANCE AND PENSION

- A. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System. Retirement benefits in this regard shall be established, set forth, and otherwise administrated by the New Jersey Division of Pensions and Benefits.

ARTICLE 32
FUNERAL LEAVE

- A. The Borough agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, and brothers or sisters-in-law.
- B. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.
- C. In all cases, the Borough may request submission of proof.

ARTICLE 33
JURY DUTY

- A. An employee who is called to jury duty shall immediately notify their immediate Supervisor with a copy of the Jury Summons.
- B. If an employee is excused from jury duty service on any given day, the employee is expected to report to work.
- C. The Borough agrees to pay the employee regular wages in addition to jury duty service fees paid by the Court.

ARTICLE 34
UNIFORMS, SAFETY SHOES & EDUCATION

A. Uniforms

1. The Borough shall provide, at no cost to the employee, eleven (11) Shirts (long or short sleeve, at employee's option); eleven (11) Pants; three (3) Thermal zip-up hooded sweatshirts and two (2) Winter jackets. The Borough will provide the aforementioned items through a uniform service. The Borough shall, annually, purchase eleven (11) t-shirts and five (5) crew neck sweatshirts for each employee. The Borough shall provide a one-time purchase of winter coveralls for each employee. At the discretion of the Superintendent of Public Works, coveralls shall be replaced if no longer useable as a result of normal wear and tear.
2. Any piece of protective clothing that is damaged will be replaced by the Borough as soon as possible.
3. Uniforms will be secured in an appropriate and timely fashion.
4. Uniforms shall be provided by the Borough at the Borough's cost.

B. Safety Shoes

The Borough shall provide on a reimbursement basis to each full-time employee up to One Two-Hundred Dollars (\$200.00) per year, the cost of approved safety shoes.

C. Education

The Borough agrees to pay the tuition for courses associated with certifications issued by the State of New Jersey (i.e., Certified Public Works Manager). A Union employee will reimburse the Borough for costs associated with tuition for all state-issues certification courses if said employee voluntarily leaves Borough employment (excluding retirement) within three (3) years of the Borough having paid for such education.

ARTICLE 35
SANITARY CONDITIONS

- A. The Borough agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.
- B. The Borough will provide a locker area facility for the employees.
- C. The Borough will provide a clean and sanitary eating area for the employees.

ARTICLE 36
ON THE JOB INJURY/DISABILITY

A. Definition

An "On the Job Injury/Disability" shall be defined as an absence from duty of an employee because of on-the-job illness or injury, as a result of and arising from employment with the Borough.

B. Disability Days

In the event that an employee is injured on the job, the Borough shall pay such employee their day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of their regular shift or overtime guarantee on that day. An employee who qualifies for Workers' Compensation Insurance Coverage shall receive full salary compensation for a period not to exceed fifty-two (52) weeks.

C. Physician's Review

The Borough reserves the right to have an employee on disability, as a result of an illness or on-the-job injury, examined and evaluated by a physician selected and paid for by the Borough.

D. Conditions

An employee will be ineligible to receive disability compensation for on-the-job illness or injury during the period in which the employee is actively engaged in any vocation, occupation, business, profession, practice, or pursuit for which said employee receives any compensation whatsoever.

ARTICLE 37
SEPARABILITY AND SAVINGS CLAUSE

- A. If any article or section of this Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Borough or the Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.
- C. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 38
ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No amendment, modification, or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Article, and this shall be deemed an essential term of the Agreement.


ARTICLE 39

DURATION

This Agreement shall be in full force and effect from January 1, 2020, to and including December 31, 2024. This Agreement shall continue from year to year thereafter unless written notice of desire to cancel, modify, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:



Andrew J. Casais, RMC
Borough Clerk


BOROUGH OF ROSELLE PARK



Joseph Signorello III
Mayor


INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA LOCAL 2326

ATTEST:



Mary F. Carpenter

U.A.W. Region 9



Patrick Ashton

U.A.W. Region 9

SCHEDULE A
DPW WAGE RATES

	0.00% Effective 1/1/2020	2.00% Effective 1/1/2021	3.00% Effective 1/1/2022	3.00% Effective 1/1/2023	2.00% Effective 1/1/2024
Laborer Helper	\$ 35,034.71	\$ 35,735.40	\$ 36,807.47	\$ 37,911.69	\$ 38,669.92
Class I Laborer	\$ 48,704.10	\$ 49,678.18	\$ 51,168.53	\$ 52,703.58	\$ 53,757.65
Class II Laborer	\$ 58,424.28	\$ 59,592.77	\$ 61,380.55	\$ 63,221.97	\$ 64,486.40
Apprentice Operator	\$ 66,996.47	\$ 68,336.40	\$ 70,386.49	\$ 72,498.09	\$ 73,948.05
Equipment Operator	\$ 70,349.38	\$ 71,756.37	\$ 73,909.06	\$ 76,126.33	\$ 77,648.86
Shade Tree Bucket Operator	\$ 71,482.12	\$ 72,911.76	\$ 75,099.12	\$ 77,352.09	\$ 78,899.13
Automotive Mechanic	\$ 72,595.57	\$ 74,047.48	\$ 76,268.91	\$ 78,556.97	\$ 80,128.11
Working Foreman	\$ 73,718.65	\$ 75,193.02	\$ 77,448.81	\$ 79,772.28	\$ 81,367.72

SCHEDULE B
JOB CLASSIFICATION AND DESCRIPTION

LABORER HELPER

DEFINITION:

Under direction of the Superintendent of Public Works and/or their designed representative, employees in this classification shall perform varied types of manual and unskilled laboring work.

WORK:

Employees in this classification shall engage in loading, lifting, and moving supplies, equipment and furniture; digging trenches; manually grading earth and other materials; collecting of varied types of household and yard debris; cutting grass; mowing lawns; operating snow blowers; raking lawns; trimming bushes and hedges; watering lawns; loading and unloading trucks; helping in mix cement and mortar; helping in with the placing of forms for concrete; digging out and destroying poisonous vines, weeds and undergrowth; sweeping; helping cleaning sewers.

REQUIREMENTS:

Employees in this classification must have the ability to understand, remember, and carry out written and oral directions. They must be physically capable of performing required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

CLASS I LABORER

DEFINITION:

Under the direction of the Superintendent of Public Works or their designated representative, employees in this classification shall perform varied types of manual and unskilled laboring work, occasionally operating small and moderately-sized vehicles, equipment, and machinery that do not require a Commercial Driver's License in connection with laboring work, excluding the operation of any skid steer, front-end loader, backhoe, and similar heavy equipment.

WORK:

Employees in this classification shall engage in all work of employees within the Laborer Helper classification, except that they shall also occasionally operate small and moderately-sized vehicles, equipment, and machinery (with certain exclusions as set forth in the definition above) that do not require a Commercial Driver's License in connection with and ancillary to the laboring work to which they are assigned, including during snow plowing and removal operations.

REQUIREMENTS:

Employees in this classification shall possess and maintain a valid New Jersey Driver's License. These employees shall have the ability to understand, remember, and carry out oral and written directions. They must be physically capable of performing required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

CLASS II LABORER

DEFINITION:

Employees in this classification shall have completed two (2) full years in the position of Class I Laborer and demonstrated their ability to adequately perform the duties of a laborer. Under the direction of the Superintendent of Public Works or their designated representative, a Class II Laborer shall perform varied types of manual and unskilled laboring work, primarily and occasionally drive pick-up truck in connection with the laboring work, operating small and moderately-sized vehicles, equipment, and machinery that do not require a Commercial Driver's License in connection with laboring work, excluding the operation of any front-end loader, backhoe, and similar heavy equipment.

WORK:

Employees in this classification shall engage in all work of employees within the Laborer Helper and Class I Laborer classification, except that they shall also occasionally operate small and moderately-sized vehicles, equipment, and machinery (with certain exclusions as set forth in the definition above) that do not require a Commercial Driver's License in connection with and ancillary to the laboring work to which they are assigned, including during snow plowing and removal operations. These employees shall also be permitted to join the on-call rotation as set forth in Article 26 of this Agreement.

REQUIREMENTS:

The requirements for employees in this classification shall be identical to those in the Class I Laborer classification, except that such employees shall have completed two (2) full years in the Class I Laborer classification.

APPRENTICE OPERATOR

DEFINITION:

Under the direction of the Superintendent of Public Works or their designated representative, employees in this classification shall assist in the operation of larger vehicles, equipment, and machinery that require a Commercial Driver's License. Employees in this classification are not expected to have knowledge of the operation of all vehicles, equipment, and machinery utilized by the Department of Public Works requiring a Commercial Driver's License for operation. Employees in this classification shall also occasionally operate moderately-sized and small-sized vehicles, equipment, and machinery that do not require a Commercial Driver's License.

WORK:

Employees in this classification shall assist in the operation of larger vehicles, equipment, and machinery that require a Commercial Driver's License. Employees in this classification, after adequate training if needed, are expected to have working knowledge of at least one (1) larger apparatus requiring a Commercial Driver's License to operate. When not exercising use of their Commercial Driver's License, these employees will operate moderately-sized and small sized vehicles, equipment, and machinery that do not require a Commercial Driver's License.

REQUIREMENTS:

Employees in this classification must possess and maintain a valid New Jersey Commercial Driver's License. They shall have the ability to understand, remember, and carry out complex oral and written directions. Said employees must demonstrate knowledge of the care, maintenance, and competent, safe, and efficient operation of the Department of Public Works' large equipment. They must be able to operate at least one (1) piece of large equipment requiring a Commercial Driver's

License to operate. These employees must be willing to undertake training to learn how to safely and efficiently operate all large vehicles, equipment, and machinery used by the Department of Public Works requiring a Commercial Driver's License to operate, with the exception of the forestry apparatus. These employees must be physically capable of performing required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

EQUIPMENT OPERATOR

DEFINITION:

Under the direction of the Superintendent of Public Works or their designated representative, employees in this classification shall be the primary operators of larger vehicles, equipment, and machinery that require a Commercial Driver's License. Employees in this classification are expected to have knowledge of the operation of all vehicles, equipment, and machinery utilized by the Department of Public Works requiring a Commercial Driver's License for operation.

WORK:

Employees in this classification shall be the primary operators of larger vehicles, equipment, and machinery that require a Commercial Driver's License. Employees in this classification, after adequate training if needed, are expected to have working knowledge of all larger apparatus used by the Department of Public Works requiring a Commercial Driver's License to operate, with the exception of the forestry apparatus. When not exercising use of their Commercial Driver's License, these employees will operate moderately-sized and small sized vehicles, equipment, and machinery that do not require a Commercial Driver's License.

REQUIREMENTS:

Employees in this classification must possess and maintain a valid New Jersey Commercial Driver's License. They shall have the ability to understand, remember, and carry out complex oral and written directions. Said employees must demonstrate knowledge of the care, maintenance, and competent, safe, and efficient operation of Department of Public Works' large equipment. They must be able to operate all large equipment requiring a Commercial Driver's License to operate. These employees must be willing to undertake training to learn how to safely and efficiently operate all new large vehicles, equipment, and machinery requiring a Commercial Driver's

License to operate as may be acquired by the Department of Public Works from time to time. These employees must be physically capable of performing required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

AUTOMOTIVE MECHANIC

DEFINITION:

Under the direction of the Superintendent, or their designated representative, employees in this classification shall maintain, diagnosis and repair all Borough vehicles and mechanical equipment. Extent of repairs are dictated by the equipment necessary and available to the mechanic to perform the repair.

WORK:

Employees in this classification shall maintain, diagnose and repair all Borough vehicles and mechanical equipment to the extent practicable given the resources of the Borough. Employees in this classification who possess a Commercial Driver's License may also engage in the work of an Equipment Operator as-needed. Likewise, employees in this classification who do not possess a Commercial Driver's License may also engage in the work of a Laborer.

REQUIREMENTS:

Employees in this classification must possess and maintain a valid New Jersey Driver's License. They must have formal or other education and training in the field of automotive and truck maintenance and repairs. They must have the ability to analyze problems involving operations of motorized and mechanical equipment, to organize fairly complex projects, and to understand, remember, and carry out oral and written directions. They must be physically capable to perform required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

SHADE TREE BUCKET OPERATOR

DEFINITION:

Under direction of the Superintendent, or their designated representative, employees in this classification shall operate all equipment related forestry function of the Department of Public Works.

WORK:

Employees in this classification shall operate all forestry equipment to effectuate the safe and proficient removal of trees, trimming of trees, elevating of trees, planting of trees, climbing of trees, chipping of trees and parts thereof, and removing tree stumps. Said employees shall also assist in the analysis of tree growth and health. Employees in this classification may also engage in the work of an Equipment Operator as-needed

REQUIREMENTS:

Employees in this classification must possess a valid New Jersey Commercial Driver's License. They must have formal or other education and training in the field of shade tree preservation. They must be capable of keeping records on "shade tree" operations as may be required. They must be physically capable to perform required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

WORKING FOREMAN

DEFINITION AND WORK:

Under the direction of the Superintendent, or their designated representative, the Working Foreman shall perform all work duties prescribed by the Superintendent or their designated representative and, in addition, shall have directional charge of all Department of Public Works employee effort in order to carry out instructions pertaining to maintenance of streets, sidewalks, curbs, sewers, storm drains, garbage and debris collection and/or other Public Works functions of the Borough, together with all vehicles, machinery, tools and apparatus used in connection therewith. The job incumbent shall not be responsible to hire, discipline or terminate employees of the Department of Public Works.

REQUIREMENTS:

Employees in this classification must possess and maintain of a valid New Jersey Commercial Driver's License. They must possess knowledge of the care, maintenance, safe and efficient operation of all motor vehicles and mechanized maintenance equipment and/or apparatus used by the Department of Public Works. They must be capable of understanding, remembering and carrying out sometimes complex oral or written instructions. They must be able to compile reports, trip tickets, records and other paperwork to report on the activities of the duties performed. They must be physically capable to perform required functions of this classification as may be determined by the Borough; including, but not limited to, the ability to lift and carry a fifty (50) pound load.

END OF AGREEMENT