

MEMORANDUM OF AGREEMENT

BETWEEN

BOROUGH OF ROSELLE PARK

AND

ROSELLE PARK DEPARTMENT OF PUBLIC WORKS GROUP

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

MEMORANDUM DATED APRIL 19, 2022

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Borough of Roselle Park** (herein “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** (herein “Union”).

WHEREAS, the Borough and Union were, and in some instances, are parties to a collective negotiations agreement (“Contract”) that was effective from January 1, 2015 through December 31, 2019; and,

WHEREAS, the Borough and Union have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor Contract; and,

WHEREAS, the Borough and Union have reached agreement on new terms and conditions for a successor Contract, subject to ratification by the membership of the Union and approval by the Mayor and Borough Council; and,

WHEREAS, the negotiating committees for the Borough and Union agree to recommend this agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

- A. Except as herein modified, the terms and conditions set forth in the Contract between the Borough and Union that expires on December 31, 2019 shall remain in full force and effect:

1. GENERAL AMENDMENTS / MODIFICATIONS

i. Dates are to be changed throughout the contract to correspond with a five (5) year contract duration commencing January 1, 2020 and expiring December 31, 2024.

ii. Typographical, grammatical, and referenced-based corrections and supplementations are to be made if/when needed without substantive changes to contractual provisions.

iii. Changes and/or other corrections dictated upon newly enacted laws of the State of New Jersey, the United States Federal Government, or prevailing case law, as may be applicable, are to be considered incorporated to the extent that final verbiage effectuating such terms is to be mutually agreeable to the Borough and Union.

2. PREAMBLE

i. General Amendments / Modifications.

3. ARTICLE 1; RECOGNITION

i. General Amendments / Modifications.

ii. Article 1B shall be amended, with specific reference to “Excluded” employees so as to add “All other employees of the Borough including confidential employees and managerial executives...” and remove, “Confidential Employees, Managerial Executives, Professional/Clerical Employees, Craft Employees, Police, and Supervisors.”

4. ARTICLE 2; SUPERVISORY AND OTHER EXCLUDED PERSONNEL

i. General Amendments / Modifications.

ii. The title of Article 2 shall be changed to read, “Union Work by Excluded Personnel.”

ii. The first sentence of Article 2 shall be amended to read as follows: “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.”

5. **ARTICLE 3; UNION MEMBERSHIP/AGENCY SHOP DUES CHECK-OFF**

- i. General Amendments / Modifications.

6. **ARTICLE 4; MANAGEMENT RIGHTS**

- i. General Amendments / Modifications.
- ii. Language shall be added such that the Department of Public Works is

specifically identified as the Borough’s Department of Public Works.

- iii. The term “discharge” shall be replaced with “terminate employment.”

- iv. The term “designment” shall be replaced with “assignment.”

7. **ARTICLE 5; INSPECTION PRIVILEGES**

No changes.

8. **ARTICLE 6; UNION REPRESENTATION**

- i. General Amendments / Modifications.
- ii. In the final paragraph of the Article, the reference to “Supervisor” shall be

changed to “Department of Public Works management.”

9. **ARTICLE 7; GRIEVANCE PROCEDURE**

- i. General Amendments / Modifications.

ii. The following text shall be added to article 7A: “A ‘working day’ within the meaning of this Agreement shall be any and all days where the 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.”

iii. The following shall constitute the revised text of Article 7B, in full:

“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 designated 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.”

10. ARTICLE 8; ARBITRATION PROCEDURE

- i. General Amendments / Modifications.
- ii. Add language clarifying that the “Municipal Building” referenced within the Article is Roselle Park Borough Hall located at 110 East Westfield Avenue, Roselle Park, New Jersey 07002.

11. ARTICLE 9; NO STRIKE, NO LOCKOUT

- i. General Amendments / Modifications.

12. ARTICLE 10; DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE

- i. General Amendments / Modifications.

ii. The title of Article 10 shall be amended so as to read, “Disciplinary Action, Suspension or Employment Termination.”

iii. Add new section C to read as follows:

“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).”

13. ARTICLE 11; SEPARATION OF EMPLOYMENT

i. General Amendments / Modifications.

ii. Add language to account to the flexibility around internal accounting controls relate to payroll.

14. ARTICLE 12; UNION BULLETIN BOARD

No changes.

15. ARTICLE 13; NON-DISCRIMINATION

i. General Amendments / Modifications.

16. ARTICLE 14; WORK ASSIGNMENTS

i. General Amendments / Modifications.

17. ARTICLE 15; SAFETY

i. General Amendments / Modifications.

ii. Add the following sentence at the end of Section B to read as follows: “An employee’s refusal to adhere to safety measures, including the use of safety equipment, may result in the Borough taking progressive disciplinary action.”

18. ARTICLE 16; NOTIFICATION TO THE UNION

i. General Amendments / Modifications.

ii. Section A shall be revised to read as follows: “The Borough will notify the local Union office, Union Shop Chairperson, and Union Shop Steward, in writing of all hired, promotions, demotions, transfers, and disciplinary actions, including employment terminations, within the bargaining unit.

iii. Section B shall be revised to read as follows: “The Borough will notify the Union, as noted in Section A above, in writing of all layoffs.”

iv. Section C shall be amended so as to remove the provision for social security numbers.

v. Section D shall be removed in its entirety.

19. ARTICLE 17; PROBATIONARY PERIOD – NEW HIRE

i. The title of Article 17 shall be amended so as to read, “New Hire Probationary Period.”

ii. The entirety of Article 17 shall be revised to read as follows:

“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.”

20. ARTICLE 18; SENIORITY

i. General Amendments / Modifications.

21. ARTICLE 19; LAYOFF AND RECALL

i. General Amendments / Modifications.

- ii. Section A7 shall be revised to read as follows:

“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.”

22. ARTICLE 20; JOB BID, POSTING, AND TRAINING PERIOD

- i. General Amendments / Modifications.
- ii. Revised the last sentence of Section E such that it reads, “The employee’s new pay rate shall be the rate of the new classification.”

23. ARTICLE 21; NEW JOB CLASSIFICATION

- i. Clarify thirty (30) days to be thirty (30) calendar days.

24. ARTICLE 22; HOURS OF WORK

- i. General Amendments / Modifications.
- ii. Remove the last sentence of Section D1 due to a redundancy initially referenced in Section B1.

25. ARTICLE 23; SNOW REMOVAL

No changes.

26. ARTICLE 24; WAGES

- i. There shall be a 0.00% increase effective January 1, 2020.
- ii. There shall be a 2.00% increase effective January 1, 2021.
- iii. There shall be a 3.00% increase effective January 1, 2022.
- iv. There shall be a 3.00% increase effective January 1, 2023
- v. There shall be a 2.00% increase effective January 1, 2024.

27. ARTICLE 25; TEMPORARY TRANSFERS

No changes.

28. ARTICLE 26; PREMIUM OVERTIME

- i. General Amendments / Modifications.
- ii. Section C shall be revised to read as follows:

“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.”

29. ARTICLE 27; HOLIDAYS AND PERSONAL DAYS

- i. Section A shall be revised to add “Juneteenth” as the 7th holiday listed, and “Christmas Eve” as the 15th holiday listed; resulting in 16 total holidays.
- ii. Section B shall be removed in its entirety.
- iii. The first sentence of existing Section F, to be reconfigured as Section E, shall be revised to read, “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.”

30. ARTICLE 28; VACATIONS

- i. General Amendments / Modifications.
- ii. Section B3 shall be removed in its entirety.
- iii. Section L shall be revised to reflect the following:

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

After completion of 1 year:

10 Days

From completion of 2 years to completion of 5 years:	12 Days
From completion of 6 years to completion of 10 years:	14 Days
From completion of 11 years to completion of 14 years:	16 Days
From completion of 15 years to completion of 19 years:	18 Days
From completion of 20 years forward:	20 Days”

31. ARTICLE 29; SICK LEAVE

- i. General Amendments / Modifications.

32. ARTICLE 30; HEALTH AND DENTAL INSURANCE

- i. The entirety of Article 30 shall be amended such that it reads as follows:

“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.

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.

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.

33. ARTICLE 31; GROUP INSURANCE AND PENSION

- i. Section A shall be amended to as to add the following as the final sentence thereof:

“Retirement benefits in this regard shall be established, set forth, and otherwise administrated by the New Jersey Division of Pensions and Benefits.”

- ii. Section B shall be removed in its entirety.

34. ARTICLE 32; FUNERAL LEAVE

No changes.

35. ARTICLE 33; JURY DUTY

No changes.

36. ARTICLE 34; UNIFORMS, SAFETY SHOES

i. The title of Article 34 shall be amended so as to read, “Uniforms, Safety Shoes & Education.”

ii. General Amendments / Modifications.

iii. Increase the Safety Shoe reimbursement from \$175.00 to \$200.00 in Section B.

iv. Add a new Section C which shall read as follows:

“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.”

37. ARTICLE 35; SANITARY CONDITIONS

No changes.

38. ARTICLE 36; ON THE JOB INJURY/DISABILITY

i. General Amendments / Modifications.

39. ARTICLE 37; SEPARABILITY AND SAVINGS CLAUSE

No changes.

40. ARTICLE 38; ENTIRE AGREEMENT

No changes.

41. ARTICLE 39; DURATION

i. General Amendments / Modifications.

- ii. Remove re-opener language involving the Affordable Care Act Cadillac Tax.

42. SCHEDULE A; JOB CLASSIFICATION AND DESCRIPTION

- i. The entirety of Schedule A shall be amended such that it reads as follows:

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.

43. **SCHEDULE B; DPW WAGE RATES**

i. The entirety of Schedule B shall be amended such that it reads as follows:

	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

BOROUGH OF ROSELLE PARK

ATTEST/DATE

ANDREW J. CASAIS, RMC, QPA
BOROUGH CLERK

KENNETH P. BLUM, JR., CMFO
CHIEF FINANCIAL OFFICER

ROSELLE PARK DPW GROUP

ATTEST/DATE

