



AGREEMENT

Between

The
Borough of Oakland
Bergen County, New Jersey

And

Local 29, R.W.D.S.U., AFL-CIO
(Oakland Blue Collar Unit)

January 1, 2001 Through December 31, 2004

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ARTICLE I

RECOGNITION

- A. The Borough hereby recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective negotiations for all blue collar employees in the Department of Public Works, including Foreman, but excluding white collar employees, seasonal employees, confidential employees, managerial executives, police employees, other supervisory employees, and all other employees who are not blue collar employees.

ARTICLE II

EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey State Statute or Department of Personnel Laws or other applicable laws and regulations. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. Whenever any employee is required to appear before the Borough Officials, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him during such meeting or interview.
- D. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with the respect to the employment of such employee, providing said activities do not violate any local, state or federal law. Political, religious or other social activity that occurs during working hours and/or on Borough property or officially sanctioned events is strictly prohibited and will result in disciplinary action, including removal.

EMPLOYEE RIGHTS (Continued)

- E. Elected representatives of the Union, not to exceed two (2), shall be permitted time off for Union business, provided the department head determines that the efficiency of the department is not adversely affected. Prior consent shall be obtained from the department head, which shall not, however, be reasonably withheld.
- F. The Union may use the Borough facilities for business meetings strictly on the personal off work time of the Unit. The Union's use of Borough facilities shall not interfere with Borough's affairs or business and the Unit shall request and receive permission from the Borough Administration in advance of the meeting for the Unit's use of the facilities.
- G. With respect to the negotiation of a successor Agreement, both negotiation teams shall be limited to five (5) persons. Employee members of the Union's Negotiating Team shall be released without loss of pay to attend negotiating sessions scheduled during their working hours, provided that such employees make arrangements for coverage of their work assignments approved in advance by their Department Head, which will not be unreasonably withheld. In no case shall the union employees be entitled to overtime or other compensation.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
 - 2) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - 3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
 - 4) To make rules of procedure and conduct, to introduce new or improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - 5) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

MANAGEMENT RIGHTS (Continued)

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, Title 11 and revised Statutes Title 40 and 40A or any other national, state county or local laws or ordinances.
- D. The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITIONS:

- 1) Grievance: A “grievance” is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
- 2) Aggrieved Person: An “aggrieved person” is the person or persons or the Union making the claim.
- 3) Party In Interest: A “party in interest” is the person or persons making the claim and any person including the Union or the Borough, who might be required to take action or against whom action might be taken in order to resolved the claim.

B. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

- 1) Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

GRIEVANCE PROCEDURE (Continued)

- 3) No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.
- 4) Steps: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

- a) An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, who shall be considered to be the Superintendent of Public Works, for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.
- b) The Supervisor shall render a decision within five (5) working days after receipt of the grievance.
- c) In the event that the grievance is against the supervisor, this step may be skipped and the employee may proceed directly to Step Two.

STEP TWO:

- a) In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the department head, the matter may be submitted in writing to the Borough Administrator, who serves as Hearing Officer under N.J.A.C., TITLE 4, Department of Personnel.
- b) The Borough Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.
- c) In the event that the grievance is against the Borough Administrator or in the event that the position of Borough Administrator is vacant, the grievance under Step Two shall proceed to Step Three.

GRIEVANCE PROCEDURE (Continued)

STEP THREE

If the Union does not accept the decision of the Borough Administrator, then, within fourteen (14) days, the Union may appeal the decision to an arbitrator appointed by the N.J. Mediation Board for a non-binding decision.

STEP FOUR - BINDING ARBITRATION.

- a) If the decision of the Borough Administrator is not satisfactory to the employee or the Union, then either shall have the right to submit such grievance to an arbitrator selected by the parties from the arbitration panel maintained by PERC, provided the grievance concerns a violation or interpretation of the terms of this Agreement or concerns Borough policy directly affecting the aggrieved employee(s), and provided further that written notice of such appeal is given to the Borough Administrator within ten (10) days of receipt of notice of the decision of the Borough Administrator.
- b) The arbitrator shall have full power to hear the grievance and make a final decision, which shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. There shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator, and his expenses, shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE V

WORKWEEK AND OVERTIME

- A. The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The workday shall be 7:00 a.m. to 3:30 p.m. with One-half (1/2) hour lunch period.
- B. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time-and-one-half (1-1/2) times that employee's regular straight time rate of pay, which overtime hours shall not be subject to longevity.
- C. All work performed on Sunday shall be paid at the rate of double (2) time that employee's regular straight time rate of pay, which overtime hours shall not be subject to longevity.
- D. If an employee that is off work on sick leave is called into work for emergency duty or leaves work on sick time after emergency duty, that employee shall be paid at the employee's regular straight time rate of pay for that part of the current day after or before normal working hours, which overtime hours shall not be subject to longevity.
- E. If an employee that is off work on a scheduled vacation day or on a scheduled personal day is called into work for emergency duty after or before normal working hours, that employee shall be paid at his overtime rate of pay, contingent upon the day of the week, a holiday or the snow rate, which overtime hours shall not be subject to longevity.

WORKWEEK AND OVERTIME (Continued)

- F. OVERTIME ROSTER: Overtime work shall be distributed by means of an overtime roster. Each employee shall be listed on such roster with the most senior employee listed first and proceeding in order of seniority. Upon performance of overtime work, the employee shall be dropped to the bottom of the list. An employee refusing or unable to be reached for an overtime opportunity will have been considered to have used his turn. This provision, however, shall not be construed to prevent men already on a task from being continued on for overtime.
- G. All overtime must be authorized by the Department Head and paid upon verification that it has been performed.

ARTICLE VI
HOLIDAYS

- A. The following holidays shall be recognized:
- | | |
|-------------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veterans' Day |
| President's Day | Election Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |
- B. In the event any of the aforementioned holidays fall on a Saturday, they shall be celebrated on Friday, and in event any of the aforementioned holidays fall on a Sunday, they shall be celebrated on Monday. Holiday rates will be paid only for the day of observance.
- C. Christmas Eve Day and New Year's Eve Day will be alternating for employees. All borough offices will remain open with skeleton forces as required by the demands of the individual offices subject to the approval of the department heads.
- D. HOLIDAY PAY: Any employee covered by this Agreement who works or is scheduled to work on Christmas Day, Thanksgiving Day or Easter Sunday shall be paid for the first eight (8) hours worked, triple (3) times that employee's regular straight time rate of pay, which over-time hours shall not be subject to longevity. If that employee works more than eight (8) hours on these designated days, then, in that event, that employee shall be paid double (2) times that employee's regular straight time rate of pay, which overtime pay shall not be subject to longevity.
- E. Any employee covered by this Agreement that works on any other holiday listed herein and not provided for in the preceding paragraph shall be paid at the rate of two and one-half (2-1/2) times that employee's regular straight time rate of pay irrespective of the number of hours worked, which overtime pay shall not be subject to longevity.

ARTICLE VII
INSURANCE

- A. The Borough shall continue to maintain and provide all insurance coverage that is in force and effect at the present time. Nothing in the preceding sentence shall be construed as precluding the Borough from changing insurance carriers or modify policies so long as the new insurance is equal to or better than the benefits under the current Blue Collar Contract.
- B. The existing insurance coverage provided to employees include medical plan, dental plan, medical prescription plan, optical plan, disability plan* (\$158 per week for 52 weeks, with a fourteen (14) calendar day waiting period) and term life insurance of \$15,000.00.
- C. All permanent or provisional employees will be eligible for the various insurance coverages beginning sixty (60) days from the date of hire.
- D. The Borough will provide a dental and vision plan as indicated below:
- 1) VISION PLAN: The Vision Plan shall pay up to \$200 per year to each covered employee only.
 - 2) DENTAL PLAN: The Dental Plan will contain the following classes and payment levels to all covered employees and eligible dependents:
 - CLASS I: Preventive and diagnostic care - 100% covered with no deductible.
 - CLASS II: Basic Care - 70% covered with \$25/\$75 deductible for oral surgery, endodontics, periodontics, restorative.
 - CLASS III: Prosthodontics - 50% covered with \$25/\$75 deductible.
 - CLASS IV: Orthodontics (to age 19) - 50% covered with \$50.00 deductible (\$500 lifetime maximum). Maximum payment to a covered individual shall be \$1,000.00 per year, not including Class IV.
- If Disability Insurance is increased by other Borough Bargaining Units, the same terms will apply to this contract after the consent of its membership.

INSURANCE (Continued)

E. The Health Benefits are modified as follows:

- 1) Chiropractic care is limited to 30 visits in any twelve- (12) month period.
- 2) Allergy care is limited to 30 visits in any twelve- (12) month period.
- 3) Prior to any surgical procedure, the Borough must be supplied a second opinion from a physician of its choosing (excluding emergencies)
- 4) Prior to any hospital admission, the Borough must have the opportunity to review the particulars of the case and offer alternate methods of treatment (excluding emergencies).
- 5) Effective July 1, 1995, the Borough will institute a Prescription Drug Program that provides for a co-payment on the part of employees as follows:

\$0 for mail order generic drugs

\$3 for generic prescriptions

\$5 for all other prescriptions

F. Employees hired on or after January 1, 1993 are entitled to health benefits as follows:

- 1) Basic Major Medical as all other covered employees.
- 2) Prescription as all other covered employees.
- 3) Dental coverage for employee and spouse only, plan benefits as all others with \$500 limit per person per year.

ARTICLE VIII

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the first day of the month following the date of hire. Thereafter, vacation shall be granted on the following basis:

<u>BEGINNING YEAR</u>	<u>THROUGH COMPLETION OF YEAR</u>	<u>ANNUAL DAYS</u>
One (1)	Five (5)	Twelve (12)
Six (6)	Ten (10)	Fifteen (15)
Eleven (11)	Fifteen (15)	Seventeen (17)
Sixteen (16)	Twenty (20)	Twenty (20)
Twenty-one (21)		Twenty-two (22)

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the department head unless the department head determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. The vacation day shall not be divided into periods of less than one (1) hour.

ARTICLE IX
SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE:

- 1) All permanent employees, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
- 2) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may be use for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.
- 3) Such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE:

- 1) The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment beginning the first day of the month following date of hire and fifteen (15) working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established by regulation.
- 2) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. REPORTING OF ABSENCE ON SICK LEAVE:

- 1) If an employee is absent for reasons that entitle him to sick leave, his superior shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
 - a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

SICK LEAVE (Continued)

- b) Absence without notice for five (5) consecutive days shall constitute resignation.
- c) Sick leave shall not be taken in increments less than one (1) hour.
- d) Sick leave may be utilized for doctor's appointments.

D. VERIFICATION OF SICK LEAVE:

- 1) Any employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- 2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 3) The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the borough, by a physician designated by the borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

- E. Exchange for Accumulated Sick Days: Any employee who has accumulated over 50 sick days may sell those excess sick days over 50 balance up to a maximum of 10 sick days per year at a rate of

\$75/sick day for employees with the base salary of under \$40,000 and at a rate of \$100/sick day for employees with a base salary of \$40,000 and over in that year.

- 1) The employee must submit a written request for the number of sick days to be sold before December 1 of each year.
- 2) A separate check for the Sick Day Exchange will be issued prior to December 31 of that same year.

ARTICLE X

PERSONAL DAYS

- A. An employee shall be entitled to three (3) personal days with pay per year. Such days shall be non-accumulative and shall not be used in conjunction with vacation or sick leave.
- B. Application for such leave must be submitted in writing for approval by the Department Head at least three (3) days in advance, except in the event of an emergency.
- C. The personal day shall not be taken in increments less than one (1) hour.
- D. The first and second personal days taken off will not be charged to any leave balance. The third day, if taken off, will be charged to sick days previously accumulated.

ARTICLE XI

FUNERAL LEAVE

- A. Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, aunts, uncles, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any relative residing in the employee's household.
- B. In case of death in the immediate family, reasonable proof shall be required.

ARTICLE XII

SALARIES AND COMPENSATION

- A. All employees covered by this Agreement shall be placed on the 2001 Salary Guide as indicated in Appendix B. Thereafter, each January 1, the employee may move one step in grade, based upon the recommendation of their immediate supervisor (Foreman of Division), Assistant Superintendent, and Superintendent, until they reach the maximum pay for that salary grade.
- B. The minimum starting salary for new employees of the Unit will be in conformance with the Salary Guide in place at the time of initial hire.
- C. SNOW RATE: The minimum rate to be paid for snow plowing or gritting/sanding for Overtime purposes is as follows:
- Effective January 1, 2001:
- | | | |
|------|-------------------------------|--------------------|
| 2001 | Twenty-four dollars per hour | (\$24.00 per hour) |
| 2002 | Twenty-five dollars per hour | (\$25.00 per hour) |
| 2003 | Twenty-six dollars per hour | (\$26.00 per hour) |
| 2004 | Twenty-seven dollars per hour | (\$27.00 per hour) |
- D. Effective January 1, 2001, each employee will be entitled to purchase two (2) pairs of work shoes per year at a maximum retail price of \$125.00 per pair from one of the two participating vendors:
- RED WING SHOE STORE, 14 West Belt Plaza, Wayne, NJ
- KNAPP SHOES, Willow Square, Route 46 West, Wayne, NJ
- The employee must make the purchases either during the month of April or October and must designate the vendor and time of purchase prior to March 1 of each year.

E. Upon promotion, an employee will be guaranteed a salary increase of at least 5% for each grade promoted.

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ARTICLE XIII

LONGEVITY SCHEDULE

A. Effective January 1, 1983, and continuing through the term of this contract, the following Longevity Plan shall be utilized based upon the employee's length of continuous and uninterrupted service with the Borough:

- 1) Six (6) through ten (10) years of service -- 3% longevity pay based upon employee's base salary
- 2) Eleven (11) through fifteen (15) years of service -- 5% longevity pay based upon employee's base salary
- 3) Sixteen (16) through twenty (20) years of service -- 9% longevity pay based upon employee's base salary
- 4) Over twenty (20) years of service completed -- 11% longevity pay based upon employee's base salary

B. ANNIVERSARY DATES:

Anniversary dates are January 1 and July 1; therefore:

- 1) The first day of employment is considered the first year.
- 2) If employment date is anytime between January 1 and June 30, the anniversary date reverts to January 1.
- 3) If employment date is anytime between July 1 and December 31, the anniversary date becomes July 1.

C. Effective the date of this agreement, new hires will not be eligible for longevity.

ARTICLE XIV

RETIREMENT AND SEPARATION

- A. Upon permanent separation from employment for any reason, vacation days earned in prior calendar years, but not taken during the current calendar year, shall be paid to the employee, computed on the basis of the employee's current salary, plus current year vacation prorated to date of separation.
- B. Upon retirement from employment for those employees with:
- 1.) Twenty-five 25 continuous years of service in the Borough and who have attained the age of 55 or
 - 2.) For those employees with 20 continuous years of service in the Borough and who have attained the age of 60

The Borough will continue the employee in the medical plan at his option, subject to the following:

- 1) The Borough will pay one hundred (100%) of the cost of the "premium."
 - 2) If the employee is employed by a firm that offers a medical plan, he must choose that plan; and upon the effective date of that plan, be removed from the Borough's plan.
 - 3) This benefit shall cease when the employee becomes eligible for Medicare.
 - 4) The employee may continue the Borough's medical plan after he becomes eligible for Medicare, provided he pays one hundred percent (100%) of the "premium" as computed by the Borough
- C. Upon retirement or permanent separation from employment, the Borough will pay for accumulated sick days computed on the basis of the employee's salary at the time of separation subject to the following schedule:

- 1) After five (5) years of service -- Twenty (20) Days
- 2) After ten (10) years of service -- Twenty-five (25) Days
- 3) After fifteen (15) years of service -- Forty (40) Days
- 4) After twenty(20) years of service -- Sixty-five (65) Days
- 5) After twenty-five (25) years of service -- Seventy-five (75) Days

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ARTICLE XV

CALL BACK TIME

When an employee is called back to duty between the hours of 3:30 p.m. and 12:00 Midnight, he shall be entitled to a minimum payment of one (1) hour or the actual amount of time worked, whichever is greater. When an employee is called back to duty between the hours of 12:00 Midnight and 7:00 a.m., he shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour.

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ARTICLE XVI

REPRESENTATION FEE

Every employee covered by this Agreement who is not a member of the Oakland Blue Collar Unit which is Local 29 AFL-CIO Union shall pay a representation fee in lieu of dues in that unit. The representation fee of each non-member shall be paid for each year of this Agreement in an amount equal to eighty-five percent (85%) of the unit's regular yearly membership dues, fees and assessments. The representation fee shall be withheld from the salaries of each non-member employee and forwarded onto the Union in accordance with NJSA 34:13A-5.5 through 34:13A-5.9.

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ARTICLE XVII

WORK RULES

The Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XVIII

HEALTH AND SAFETY

- A. Employees shall have the right to refuse unsafe work. No employee shall be disciplined for refusing to perform duties that present imminent dangers provided there is agreement by the Department Head.
- B. There shall be a Joint Safety Committee established with two (2) members nominated by the Union, two (2) members from the Borough and one (1) representative from the Insurance Company. The Committee shall meet and make recommendations which shall be implemented in a timely manner by the Borough.
- C. It is expressly understood that nothing set forth in the preceding paragraphs of this article in any way diminishes the Borough's exclusive and unilateral right to determine the equipment to be utilized, or the means, methods, processes or procedures to be followed, in carrying out Borough operations.

ARTICLE XIX

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walkout against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown or walkout against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of any breach by the Borough or any person acting in its behalf.

ARTICLE XX

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

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ARTICLE XXI

DRUG AND ALCOHOL FREE WORKPLACE

- A. In accordance with the Federal Motor Carrier Safety Regulations of the United States Department of Transportation, the Borough has adopted a policy on drug and alcohol abuse, This policy, along with any amendments required by law or regulation, shall cover all employees.
- B. A summary of this policy will be given to all employees, who shall sign a statement acknowledging receipt of the policy.
- C. The signature required in paragraph "B" (above) acknowledges that the employee is aware of all sections of the policy and the consequences for violation of the policy, up to, and including termination.



ARTICLE XXII

SAVINGS AND SEPARABILITY

A. MAINTENANCE OF BENEFITS:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

B. SEPARABILITY:

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

CM

ARTICLE XXIV
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2001 and shall remain in effect to and including December 31, 2004, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no so than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey, on this ^{20th} day of *SEPTEMBER*, 2001.

BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY

ATTEST:

Sarah V. Krebs

BY:

[Signature]
Robert E. Piccoli, Mayor

LOCAL 29, RWDSU, AFL-CIO
OAKLAND BLUE COLLAR UNIT

ATTEST:

Michael McMahon

BY:

[Signature]
President

[Signature]
Business Agent

APPENDIX A
BLUE COLLAR TITLES

Custodian
Senior Building Maintenance Repairer
Equipment Operator
Building Maintenance Repairer
Senior Mechanic
Supervising Maintenance Repairer
Laborer
Public Works Repairer
Senior Public Works Repairer
Mechanic
Supervising Mechanic
Senior Water Reader Meter
Water Meter Reader
Supervising Public Works Repairer (Sewer/Water)
Supervising Public Works Repairer (Roads)

NOTE: The above titles are those that exist at the signing of the Agreement.

SCHEDULE

- a) The following employees are to receive a \$1,000 pay increase in 2001 in addition to the regular 4% pay increase: Douglas Coningswood, Scott Evers, Robert Olsen and Timothy Ruit:

3.9% Increase for 2002

3.9% Increase for 2003

3.9% Increase for 2004

13001

Grade One

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9a</u>	<u>Step 9b</u>	<u>Step 9c</u>	<u>Step 9d</u>
<u>2001</u>	22,869	24,576	25,313	26,073	26,760	27,451	28,146	28,821	29,513	30,186	30,186	30,186
<u>2002</u>	23,048	23,761	25,534	26,300	27,090	27,804	28,522	29,244	29,945	30,664	31,363	31,363
<u>2003</u>	23,229	23,947	24,688	26,530	27,826	28,146	28,888	29,634	30,384	31,113	31,860	32,586
<u>2004</u>	23,411	24,135	24,881	25,650	27,565	28,392	29,244	30,015	30,790	31,569	32,326	33,102

Custodian
Laborer

- Coningswood 2
- Evers 2
- Olsen 2
- Ruit 2
- Contrino 1

REVISED
10/25/01
AM

Grade Two

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9a	Step 9b	Step 9c	Step 9d
<u>2001</u>	26,953	27,787	28,021	28,859	29,622	30,358	31,122	31,904	32,697	33,518	33,158	33,158
<u>2002</u>	27,164	28,004	28,870	29,114	29,984	30,778	31,542	32,336	33,148	33,972	34,825	34,825

Building Maintenance Repairer

Equipment Operator

Mechanic

Falk 2

Public Works Repair

Farley 6

Ciccarella 4

Rowin 3

Water Meter Reader

<u>2003</u>	27,376	28,223	29,096	29,996	30,249	31,154	31,978	32,772	33,597	34,441	35,297	36,184
<u>2004</u>	27,603	28,444	29,324	30,231	31,166	31,429	32,369	33,225	34,050	34,907	35,784	36,673

AMA

Grade Three

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9a	Step 9b	Step 9c	Step 9d	Step 9e	Step 9f	Step 9g
<u>2001</u>	32,555	33,562	34,566	35,600	36,541	37,466	38,401	39,097	40,352	41,356	42,388	43,444	44,464	44,464	44,464
<u>2002</u>	32,810	33,825	34,871	35,915	36,989	37,967	38,927	39,899	40,621	41,926	42,968	44,041	45,138	46,198	46,198

Senior Building Maintenance Repairer

Senior Mechanic

Montanya 9e

Senior Public Works Repairer

Catti 9e

Kastner 9e

Kimmel 9d

Marcucilli 9b

McMahon 6

MacMahon 6

Duncan 5

Senior Water Meter Reader

<u>2003</u>	33,067	34,090	35,144	36,231	37,315	38,431	39,447	40,445	41,455	42,206	43,561	44,644	45,759	46,899	48,000
<u>2004</u>	33,326	34,357	35,419	36,514	37,644	38,771	39,930	40,986	42,023	43,071	43,852	45,260	46,385	47,544	48,728

Grade Four

<u>2001</u>	38,646	39,841	41,054	42,304	43,444	44,459	45,485	46,615	47,978	49,170	50,357	51,339	54,385	54,385	54,385	54,385
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9a	Step 9b	Step 9c	Step 9d	Step 9e	Step 9f	Step 9g	
<u>Supervising Maintenance Repairer</u>																
Ferrarella 9e																
<u>Supervising Mechanic</u>																
Bremer 9d																
<u>Supervising Public Works Repairer</u>																
Fuller 9d																
Morgan 9d																
<u>2002</u>	38,948	40,153	41,435	42,696	43,996	45,182	46,237	47,305	48,479	49,897	51,137	52,371	53,392	56,560	56,560	56,560
<u>2003</u>	39,253	40,467	41,799	43,092	44,404	45,756	46,989	48,087	49,197	50,419	51,893	53,182	54,466	55,528	58,823	58,823
<u>2004</u>	39,560	40,784	41,761	43,053	44,816	46,180	47,586	48,869	50,010	51,165	52,435	53,969	55,310	56,645	57,749	57,749