

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY**

AND THE

UPSEU

**UNITED PUBLIC SERVICE EMPLOYEES UNION
(Oakland Blue Collar Employees)**

January 1, 2011 – December 31, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	EMPLOYEE RIGHTS	3
III	MANAGEMENT RIGHTS	5
IV	GRIEVANCE PROCEDURE	7
V	WORK WEEK AND OVERTIME	10
VI	HOLIDAYS	11
VII	INSURANCE	12
VIII	VACATION	14
IX	SICK LEAVE	15
X	PERSONAL DAYS	18
XI	FUNERAL LEAVE	19
XII	SALARIES AND COMPENSATION	20
XIII	LONGEVITY SCHEDULE	21
XIV	RETIREMENT AND SEPARATION	22
XV	CALL BACK TIME	24
XVI	REPRESENTATION FEE	25
XVII	WORK RULES	26
XVIII	HEALTH AND SAFETY	27
XIX	NO-STRIKE PLEDGE	28
XX	NON-DISCRIMINATION	29
XXI	DRUG AND ALCOHOL FREE WORKPLACE	30
XXII	SAVINGS AND SEPARABILITY	31

XXIII	FULLY-BARGAINED PROVISIONS	32
XXIV	TERM AND RENEWAL	33
	APPENDIX A – BLUE COLLAR TITLES	34
	APPENDIX B – SALARY GUIDELINES	35

PREAMBLE

THIS AGREEMENT, entered into this ____ day of July 2013 by and between the Borough of Oakland, in the County of Bergen, and State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough," and the United Public Service Employees Union (OAKLAND BLUE COLLAR UNIT), a representative of certain employees of the Borough, hereinafter called the "Union," represents the complete and final understanding on all bargaining issues between the Borough and the Union.

ARTICLE I
RECOGNITION

The Borough hereby recognizes the Union as the 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 the New Jersey State Statute, Civil Service Laws or other applicable laws and regulations. The rights granted to 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 unless required by law and shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before any Borough Officials or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent 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 respect to the employment of such employee, providing such activities do not violate any local, state or federal law. Any political or religious activities shall not be conducted during working hours.

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 unreasonably 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 the Borough's affairs or business and the Unit shall request and receive permission from the Borough Administrator in advance of the meeting for the Unit's use of the facilities.

G. With respect to the negotiation of a successor Agreement, both negotiations 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 negotiations 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, 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.

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. DEFINITION

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 resolve 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.

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 appropriate procedure for resolving grievances between the parties covered by this Agreement and should 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 a 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 event the grievance has not be 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.

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 NJ Mediation Board for a non-biding 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 the arbitrator selected by the parties from the arbitration panel maintained by the Public Employment Relations Commission ("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. The decision 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 expense 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 ½) times the employee's regular straight time rate of pay.
- C. All work performed on Sunday shall be paid at the rate of double (2) times that employee's regular straight time rate of pay. Standby time on all Saturdays, Sundays and Holidays will be four (4) hours minimum.
- 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.
- 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.
- 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 Day	Veteran's Day
President 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 the preceding Friday; and in the event any of the aforementioned holidays fall on a Sunday, they shall be celebrated on the following Monday. Holiday rates will be paid only for the day of observance.

C. Christmas Eve Day and New Year's Day will be alternating holidays 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 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 the employee's regular straight time rate of pay. 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.

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 ½) times that employee's regular straight time rate of pay irrespective of the number of hours worked.

ARTICLE VII

INSURANCE

A. The parties agree that the health and prescription plans under the B-Med insurance carrier shall be implemented in full. The new medical plan shall mirror Direct 10 of the State Health Benefits Plan. 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 includes a 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. Employees must work a minimum of twenty-five (25) hours per week to be eligible for health benefits coverage.

D. The Borough will provide a dental and vision plan as indicated below:

1. **VISION PLAN:** The Borough shall provide the following eye care benefits to employees, spouses and dependents covered by this Agreement. Each covered person shall be entitled to reimbursement of expenses actually incurred up to a maximum of \$300.00 per year for prescribed eye care, including but not limited to examination, lenses and frames.

2. **DENTAL PLAN:** The Dental Plan will contain the following classes and payment levels to all covered employees and eligible dependents:

Deductible:	\$25 Per person per calendar year \$75 Per family per calendar year \$50 Orthodontic deductible per lifetime
Preventative Expense Benefit:	100% of Usual, Customary and Reasonable Charges
Routine Expense Benefit:	100% of Usual, Customary and Reasonable Charges
Major Expense Benefit:	100% of Usual, Customary and Reasonable Charges
Orthodontia Expense Benefit:	100% of Usual, Customary and Reasonable Charges

- The deductible is not applicable to preventive Services; Orthodontia Services are available to eligible dependents until the attainment of age twenty-three (23).
- It is expressly agreed that the \$2,000 dental coverage limit per individual family members cannot be aggregated.
- If Disability Insurance is increased by other Borough Bargaining Units, the same terms will apply to this contract after the consent of its membership.
- There shall be a second opinion provided to the Borough prior to any surgical procedure being undertaken outside of a physician's office, such opinion to be at the Borough's full expense. Second opinion to be provided by a physician of the employee's choosing.
- Prior to any hospital admission, the Borough must have the opportunity to review the particulars of the case and offer alternative methods of treatment (excluding emergencies.)
- The Borough will institute a Prescription Drug Program that provides for a co-payment on the part of employees as follows:

<u>Thirty (30) day co-pays</u>	<u>Ninety Day (90) day co-pays</u>
\$10.00 for generic	\$20.00 for generic
\$25.00 for brand name	\$50.00 for brand name
\$40.00 for formulary	\$80.00 for formulary

E. Effective April 26, 2006, the Borough shall provide a Well Care Program to include Physical Exam, Pap Smears, Mammography's, Prostate Screening, Childhood Immunizations, Diabetes Management, Lead Poisoning Screening with a \$350 cap per family member per year.

F. For one year following the death of a Borough employee, the Borough shall pay the premium for health and hospitalization insurance for coverage of the deceased employee's spouse and eligible family members. Said health and hospitalization insurance shall specifically not include prescription, dental, vision and disability insurance.

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 date of hire. Subsequently, vacation shall be granted on the following basis:

<u>Years of Service</u>	<u>Number of Vacation Days</u>
1 through 5 years	12 days
6 through 10 years	15 days
11 through 15 years	17 days
16 through 20 years	20 days
21 and over	22 days

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.

D. Effective January 1, 2013, employees shall have the option of "selling back" five (5) vacation days. The employee must request in writing the number of vacation days to be cashed out prior to December 1st of each year.

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 used 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.

(b) Absence without notice of five (5) consecutive days shall constitute a 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. An 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 (1) 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 (1) 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

1. As of January 1, 2007, employees at their option on an annual basis may cash out up to ten (10) days at the current sick day value. The employee must request in writing the number of days to be cashed out prior to November 1st of each year.

2. Prior to January 1, 2007, any employee who has accumulated over 50 sick days may sell those excess days over 50 balance up to a maximum of 10 sick days per year at a rate of \$75.00/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.

a. The employee must submit a written request for the number of sick days to be sold before December 1 of each year.

b. A separate check for the Sick Day Exchange will be issue 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 days shall not be taken in increments less than one (1) hour.
- D. The first and second personal days taken off will not be changed to any leave balance. The third day, if taken off, will be changed 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, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other 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 2011 Salary Guide as indicated in Appendix B. Thereafter, each January 1, the employee may move one step in grade, based upon the recommendation of his/her immediate supervisor (Foreman of Division), Assistant Superintendent, and Superintendent, until they reach the maximum pay for that salary grade.
1. Effective January 1, 2011, and retroactive to said date, employees shall receive an increase on their base salary of 1.5% or \$1,000, whichever is greater.
 2. Effective January 1, 2012, and retroactive to said date, employees shall receive an increase on their base salary of 2.5% or \$1,500 whichever is greater.
 3. Effective January 1, 2013, employees shall receive an increase on their base salary of 2.5% or \$1,500, whichever is greater.
- 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 shall be \$29.00 per hour. Effective January 1, 2012, the rate shall increase to \$30.00 per hour. Effective January 1, 2013, the rate shall increase to \$31.00 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. The employee must make the purchases either during the month of April or October. Effective January 1, 2013, the clothing allowance will increase to a total of up to \$500.00 per year. The duration of the allowance will not change, but it will be expanded to cover items such as winter coats, thermal underwear, rain gear, or other such items as agreed to by the parties.
- E. Upon promotion, an employee will be guaranteed a salary increase of ten percent. (10%) The parties agree to formulate a committee to establish new grades within the salary structure of the contract in order to create more promotional opportunities for employees.

ARTICLE XIII
LONGEVITY SCHEDULE

A. Effective January 1, 1983, and continuing through the term of the 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
RETIREMENT AND

SHOULD READ
INSURANCE
COVERAGE

- A. Upon permanent separation from employment, the Borough will provide medical coverage for those employees who have not received medical coverage in prior calendar years, but not taken during the current calendar year. The coverage shall be computed on the basis of the employee's current age as of the date of separation.
- B. Upon retirement from employment, the Borough will provide medical coverage for those employees with
- a. Twenty-five (25) continuous years of service in the Borough and who have attained the age of fifty-five (55) or;
 - b. For those employees with twenty (20) continuous year of service in the Borough and who have attained the age of sixty (60).
 1. The Borough will continue the employee in the medical plan (at the level of benefits the employee was enrolled in at the time of retirement with the Borough)
 - a. The Borough will pay one hundred (100%) of the cost of the "premium".
 - b. 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.
 - c. This benefit shall cease when the employee becomes eligible for Medicare. The coverage shall be provided until such time that retiree and spouse are individually covered by Medicare. At such time, Medicare will become the primary carrier and the Borough of Oakland will become secondary insurance carrier. If the employee dies prior to becoming eligible for Medicare, the employee's spouse and eligible dependents will continue to receive the medical, dental and prescription coverage until the date upon which said employee would have become eligible for Medicare. If the employee's spouse remarries before the date upon which said employee would have become eligible for Medicare, the spouse's benefits would be discontinued; however, the eligible dependants would continue to receive the benefits until the date upon which said employee would have become eligible for Medicare so long as they remain eligible to receive such benefits in accordance with the terms of the plan retained 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- up to twenty (20) days
2. After ten (10) years of service- up to twenty-five (25) days
3. After fifteen (15) years of service- up to forty (40) days
4. After twenty (20) years of service- up to sixty-five (65) days
5. After twenty-five (25) years of service – seventy-five (75) days

ARTICLE XV
CALL BACK TIME

When an employce 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 two (2) hours 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 4:00 a.m., he shall be entitled to a minimum payment of four (4) 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.

ARTICLE XVI

REPRESENTATION FEE

Every employee covered by this Agreement who is not a member of the Oakland Blue Collar Unit which is United Public Service Employees' Union (Blue Collar Unit) 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 the 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 N.J.S.A. 34:13A-5.5 through 34:13A-5-9.

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 could constitute a material breach of the 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 such breach by the Borough or any person acting on its behalf.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against any 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, 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.

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 the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2011, and shall remain in effect to and including December 31, 2013, 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, not more than one hundred twenty (120) days or 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 seal at Oakland, New Jersey this _____ day of _____, 2013.

ATTEST:

BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY

BY: _____

[Handwritten Signature]

BY: _____

[Handwritten Signature: Randall H. Schwager, Mayor]

ATTEST:

UNITED PUBLIC SERVICE
EMPLOYEE UNION
OAKLAND BLUE COLLAR EMPLOYEES

BY: _____

BY: _____

President

BY: _____

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 Meter Reader
Water Meter Reader
Supervising Public Works Repairer (Sewer/Water)
Supervising Public Works Repairer (Roads)
Supervisor Public Works

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

APPENDIX B

SALARY GUIDELINES

Grade One		Laborer, Custodian									
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>2011</u>	30,142	30,978	32,252	34,182	35,177	36,203	37,131	38,065	39,003	39,914	40,849
<u>2012</u>	31,642	32,478	33,752	35,682	36,677	37,703	38,631	39,565	40,503	41,414	42,349
<u>2013</u>	33,142	33,978	35,252	37,182	38,177	39,203	40,131	41,065	42,003	42,914	43,849

Grade Two Building Maintenance Repairer, Equipment Operator, Mechanic, Public Works Repairer, Water Meter Reader

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	Step 9H
30,536	31,341	32,211	33,216	34,229	35,240	36,300	37,392	38,518	38,834	39,965	40,996	41,989	43,021	44,077	45,148
32,036	32,841	33,711	34,716	35,729	36,740	37,800	38,892	39,984	40,334	41,465	42,496	43,489	44,521	45,577	46,648
33,536	34,341	35,211	36,216	37,229	38,240	39,300	40,392	41,484	41,834	42,965	43,996	44,989	46,021	47,077	48,148

201
1
201
2
201
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**Grade Three
Meter Reader
(Steps 1-8)**

Senior Building Maintenance Repairer, Senior Mechanic, Senior Public Works Repairer, Senior Water

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2011	36,642	37,613	38,664	39,876	41,117	42,358	43,637	44,955
2012	38,142	39,113	40,164	41,376	42,617	43,858	45,137	46,455
2013	39,642	40,613	41,664	42,876	44,117	45,358	46,637	47,955

Grade Three

	Step 9A	Step 9B	Step 9C	Step 9D	Step 9E	Step 9F	Step 9G	Step 9H	Step 9I	Step 9J	Step 9K	Step 9L
2011	46,315	47,671	49,067	50,338	51,586	52,849	53,789	55,483	56,838	58,232	59,657	61,036
2012	47,815	49,171	50,567	51,838	53,086	54,349	55,289	56,983	58,338	59,732	61,157	62,562
2013	49,315	50,671	52,067	53,338	54,586	55,849	56,789	58,483	59,838	61,232	62,686	64,126

(Steps 9-9L)

**Grade Four Supervising Maintenance Repairer, Supervising Mechanic, Supervising Public Works Repairer
(Steps 1-8)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>2011</u>	43,309	44,462	45,709	47,148	48,622	50,095	51,663	53,280
<u>2012</u>	44,809	45,962	47,209	48,648	50,122	51,595	53,163	54,780
<u>2013</u>	46,309	47,462	48,709	50,148	51,622	53,095	54,663	56,280

(Steps 9A-9L)

Step 9A	Step 9B	Step 9C	Step 9D	Step 9E	Step 9F	Step 9G	Step 9H	Step 9I	Step 9J	Step 9K	Step 9L	
<u>2011</u>	54,948	56,591	58,283	59,827	61,201	62,591	64,121	65,967	67,581	69,188	70,518	74,675
<u>2012</u>	56,448	58,091	59,783	61,327	62,731	64,156	65,725	67,616	69,271	70,941	72,325	76,542
<u>2013</u>	57,948	59,591	61,283	62,861	64,300	65,760	67,368	69,307	71,003	72,715	74,133	78,456