

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

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

AND THE

UPSEU

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

January 1, 2011 – December 31, 2013

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PREAMBLE

THIS AGREEMENT, entered into this 12th day of Feb 2013^{14e} 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, 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 recognizes the Union as the exclusive bargaining agent for all White Collar employees of the Borough of Oakland excluding confidential, managerial, supervisory, seasonal or police employees, within the meaning of the Public Employment Relations Act. Attached hereto as Schedule "A" is a list of titles active at the execution of this Agreement, which are covered by this Contract. The Borough and the Union agree that Schedule "A" is non-exhaustive in that it does not reflect other titles covered by this Agreement, which may be added or created during the term of the Agreement. It is specifically agreed that the title or position of Secretary to the Borough Administrator is a confidential employee not covered by this Agreement. All white collar employees hired during the term of this Agreement, who perform non-supervisory functions under titles not set forth in Appendix A, shall be deemed included in the bargaining unit.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself 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. 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 subject to prior negotiation with the Union as to compensation therefore, and to decide the number of employees needed for any particular assignment.

5. To make, maintain and amend such reasonable rules and regulations as it may from time to time deem necessary for the purposes of maintaining order, safety and/or effective operation of the Borough and to require compliance by the employees provided such rules and regulations do not conflict with the terms and conditions of employment as contained in this Agreement.

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.

ARTICLE III
EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she 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/her position, employment, or the salary or any increments pertaining thereto, then he/she 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/her 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. If no department head is present or acting, the prior consent of the Borough Administrator is required.

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 of 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 solution 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. 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 five (5) 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/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) 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 a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his/her complaint with the department head within five (5) working days following the determination by the supervisor.

(b) The department head shall render a decision in writing within five (5) working days from the receipt of the complaint.

(c) In the event that the grievance is against the department head, Steps One and Two may be skipped and the employee may proceed directly to Step Three.

STEP THREE

(a) In the event the grievance has not be resolved at Step Two, then within five (5) working days following the determination of the department head the matter may be submitted to the Borough Administrator, who serves as Hearing Officer under N.J.S.A. Code of Title 4 Department of Civil Service.

(b) The Borough Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

STEP FOUR

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.

The arbitrator shall have full power to hear the grievance and make a final decision, which decision 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.

D. CIVIL SERVICE REMEDIES

The grievance procedure set forth herein shall not be construed to limit or restrict remedies available through the State Department of Personnel (formally Civil Service Commission) as set forth in its rules, regulations and statutes.

E. UNION REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself or, at his/her 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.

F. NO REPRISALS

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.

ARTICLE V
WORKWEEK

A. The standard workweek shall consist of five (5) days, Monday through Friday, seven (7) hours per day, from 8:30 A.M. to 4:30 P.M., with one (1) hour off for lunch. The total workweek is thirty-five (35) hours, or seventy (70) hours each two-week (2) pay period. The work schedule for Communication Operators is excluded from the thirty-five (35) hour workweek and provided in Article XXIII herein.

B. All work performed in excess of specified hours in any workday or workweek shall be paid at the rate of time and one-half (1 ½) the regular time rate.

C. Overtime compensation shall be made in either cash or compensatory time off calculated one and one half (1 ½) times the number of overtime hours worked. The option to receive cash or C.T.O. shall belong to the individual employee. In the event C.T.O. is chosen, the C.T.O. shall be arranged with the consent of the Department Head, which consent shall not be unreasonably withheld. C.T.O. shall be taken in minimum blocks of one-half (1/2) day. C.T.O. shall be used within ninety (90) days but may be extended by the Borough Administrator due to business conditions or other circumstances.

D. All overtime worked shall require the prior approval of the department head and Borough Administrator.

E. When any employee is called back to work in an overtime situation, they shall receive a minimum of two (2) hours overtime.

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 | Eve Day (See Paragraph C) |

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.

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. The Borough shall distribute a schedule of days for observance of the proposed holidays indicated in Paragraph A above. The holidays may be recognized on different days by mutual agreement between the Borough and the Union.

ARTICLE VII
VACATIONS

A. For new employees, vacation 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 | 13 days |
| 6 through 10 years | 16 days |
| 11 through 15 years | 18 days |
| 16 through 20 years | 21 days |
| 21 and over | 23 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. Vacation leave may be taken in blocks of no less than one half (1/2) day.

D. Effective on January 1, 2003, employees at their own option on an annual basis may cash out up to a maximum of ten (10) days of accrued vacation time at the current vacation day value. The employee must request in writing the number of vacation days to be cashed out prior to December 1st of each year.

ARTICLE VIII

HOSPITALIZATION AND 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. All permanent or provisional employees who have been on the payroll for sixty (60) calendar days shall be enrolled, effective on the 60th day of employment.

B. The parties agree to establish a committee to discuss issues and possible solutions associated with the healthcare plan under the "B-Med" insurance carrier, or other healthcare plans that may be offered in the future. The committee will meet on a quarterly basis, and will be advisory in nature. The parties agree that the formation of said committee will not diminish the prerogative of the Borough to administer and manage the insurance plan.

C. The Borough, at its option, may change Administrators of the program so long as the benefits are the same or better. The Borough shall provide written notice to the Union at least thirty (30) days prior to any change in Administrators.

D. The Borough shall provide a dental insurance program for all permanent and provisional employees, the premiums for which shall be paid by the Borough. All employees and their dependents eligible for this dental care program will be covered from the first day of the month coincident with or next following three (3) months of the continuous full time employment. 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 |
| Orthodontics Expense Benefit: | 100% of Usual, Customary and Reasonable Charges |
| \$2000 Aggregate cap per family member per year | |

The deductible is not applicable to Preventive Services. Orthodontia Services are available to eligible dependents until the attainment of age 23.

E. It is expressly agreed that the \$2,000 dental coverage limit per family member cannot be aggregated by family members.

F. The Borough shall provide a Well Care Program to include: Physical Exams, Pap Smears, Mammography, Prostrate Screening, Childhood Immunizations, Diabetes Management, Lead Poisoning Screening.

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

H. The Borough shall provide a disability insurance program for which the premiums are to be fully paid by the Borough with material provisions as follows:

1. A fourteen (14) calendar day elimination period shall be required in order to become eligible for disability benefits;

2. A benefit of sixty-six and two thirds (66 2/3%) percent of the disabled employee's weekly salary to a maximum of \$158.00 per week shall be paid for the duration of the disability to a maximum of fifty-two (52) weeks.

3. Only non-occupational disabilities shall be covered, and disabilities, which arise during the course of employment, shall be compensable only as provided by the Worker's Compensation Statutes.

4. There shall be no requirement by either the Borough or the insurance carrier for disabled employees to exhaust sick leave, vacation leave or other compensatory time off prior to eligibility for disability benefits.

5. The parties have agreed to review other disability plans to replace the current plan. Any other disability plan shall be implemented subject to the mutual agreement of the parties.

I. For one (1) 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.

J. Effective October 2012, the Prescription Drug Program shall provide for co-payment on the part of the employees as follows:

Prescriptions:

Thirty (30) day co-pays

\$10.00 for generic

\$25.00 for brand name

\$40.00 for formulary

Ninety (90) day co-pays

\$20.00 for generic

\$50.00 for brand name

\$80.00 for formulary

K. There shall be a second opinion provided to the Borough's Insurance Administrator 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.

L. The Borough's Insurance Administrator is to be provided ample time to review each situation prior to admission to a hospital, with the exception of emergency situations.

ARTICLE IX

RETIREMENT AND SEPARATION

A. Retiree Medical Coverage

1. Upon retirement or permanent separation from employment for those employees with ten (10) continuous years of service in the Borough, the Borough will continue the employee, spouse, and eligible dependents, if the employee so chooses, in the medical plan at his option, subject to the following:

(a) The employee will pay fifty percent (50%) of the cost of the "premium" as computed by the Borough.

(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 reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first.

(d) The employee may continue the medical plan after age sixty-five (65) provided he pay one hundred percent (100%) of the "premium" as computed by the Borough.

2. All employees who retire during the term of this Agreement shall be offered continued enrollment in the Borough's dental, prescription and vision insurance plans at the group rate premium plus two percent (2%) of the annual premium representing administrative charges. The retiree may elect coverage under any one of the aforementioned plan, of all the plans or any combination of the plans. The premiums for such continued enrollment shall be charged to and paid by the individual retirees.

3. The Borough agrees to continue medical, dental and prescription coverage for each employee and his/her eligible dependents upon said employee's retirement provided that such employee has completed twenty-five (25) years of service as recognized by the Public Employee's Retirement System of the State of New Jersey and employed by the Borough of Oakland for not less than fifteen (15) years. The coverage shall be provided until such time that the 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 dependents would continue to receive the benefits until date upon which said employee would have become eligible for Medicare so long as they remain eligible to receive such benefits in accordance with terms of the plan retained by the Borough.

B. Payment

1. Upon retirement or resignation of a member of the unit for other than disciplinary reasons, the employee shall be entitled to receive the following numbers of days sick pay paid at his or her last rate of earning prior to the termination of the employment based upon the following years of service from date of hire, subject to there being accumulated sick days up to said amount:

| <u>Years of Service</u> | <u>Terminal Pay</u> |
|-------------------------|---------------------|
| 0 through 4 years | 0 days |
| 5 through 9 years | 20 days |
| 10 through 14 years | 25 days |
| 15 through 19 years | 32 days |
| 20 through 24 years | 60 days |
| 25 or more | 70 days |

2. Upon permanent separation from employment for any reason, vacation days previously earned will be paid at the employee's salary at the time of separation.

ARTICLE X
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.

4. The minimum sick leave with pay shall accrue to any full-time employee during the remainder of the first (1st) calendar year of employment on the basis of one (1) working day per month, if hired prior to the 15th of that month. If the employee is not hired prior to the 15th, one (1) day shall accrue commencing the following month of employment. Thereafter, fifteen (15) working days shall be credited to each employee at the beginning of each calendar year on January 1st. Part-time permanent employees shall be entitled to sick leave as established by regulation.

5. 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.

6. Sick leave shall be taken in blocks of no less than one-half (1/2) day.

7. Effective on January 1, 2003, 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.

B. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor 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. 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. In case of death or serious illness in the immediate family, reasonable proof shall be required.

4. The Borough may require an employee who has been absent because of a 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 or her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XI

PERSONAL LEAVE

Employees shall be entitled to three (3) personal days per year, with the approval of the Supervisor. The Supervisor cannot unreasonably withhold approval. Personal leave is to be taken in blocks of no less than one-half (1/2) days.

ARTICLE XII

SALARIES AND COMPENSATION

A. All employees of the Borough covered by this Agreement, except Communication Operators, shall receive the following wage increase over their base salary for the preceding year:

- Effective on and retroactive to January 1, 2011, employees will receive an increase on their base salary of 1.5% or 900.00, whichever is greater.

- Effective on and retroactive to January 1, 2012, employees will receive an increase on their base salary of 2.5% or \$1,350.00, whichever is greater

- Effective on January 1, 2013, employees will receive an increase on their base salary of 2.5% or \$1,350.00, whichever is greater.

B. Effective January 1, 2007, the new minimum annual salary to be earned by any full-time employee shall be no less than \$28,000.00.

C. Credit for prior service with the Borough shall be given to re-employed individuals, provided they complete one (1) year of continuous service following their re-employment. ~~Credit shall include longevity and vacation time.~~

D. Effective January 1, 2011, upon promotion to a higher title, an employee shall receive no less than a ten percent (10%) increase in his/her annual salary.

E. As recognition for professional development, employees having successfully completed training programs approved by the Borough Administrator shall receive a \$100.00 increment added to their current base salary effective immediately upon successful completion of the course.

F. If the Borough appoints an employee to a higher classification to fill a vacant position or fill in for an absent employee, after thirty (30) days in that position the employee will be paid an additional five percent (5%) of his/her current salary or the minimum of the salary range of the vacant position, whichever is greater, for the duration of the appointment.

ARTICLE XIII
LONGEVITY SCHEDULE

A. The following longevity plan shall be utilized based upon the employee's length of continuous and uninterrupted service with the Borough, including credit given pursuant to Article XII, Section C.

| <u>Years of Service</u> | <u>Longevity Payment</u> |
|-------------------------|--------------------------------------|
| 6 through 10 years | 3% based upon employee's base salary |
| 11 through 15 years | 5% |
| 16 through 20 years | 9% |
| Over 20 years | 11% |

B. Anniversary dates are January 1st and July 1st, therefore the first day of employment is considered the first year. If employment date is anytime between January 1st and June 30th, the anniversary date reverts to January 1st. If employment date is anytime between July 1st and December 31st, the anniversary date becomes July 1st.

C. Employees hired after January 1, 1999 shall not be eligible for longevity.

ARTICLE XIV
FUNERAL LEAVE

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.

ARTICLE XV
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 XVI

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 XVII

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 XVIII
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 XIX

PART-TIME EMPLOYMENT

The Borough and the Union recognize that certain part-time employees are included within the bargaining unit. The terms and conditions of part-time employment are as follows:

A. All part-time employees who are regularly scheduled to work twenty (25) hours per week or more shall receive hospitalization and insurance benefits as set forth in Article VIII above.

B. Part-time employees shall receive the benefit of holidays, vacations, sick leave, funeral leave and personal days as set forth herein, except that payment for each day of leave shall be for an amount which reflects the number of hours scheduled to be worked on such day.

C. Part-time employees shall receive full benefit of all other provisions contained in this Agreement except as set forth in paragraphs A and B above.

ARTICLE XX

DEDUCTION OF REPRESENTATION FEES

A. For all employees who have signed Union membership application cards, the Borough shall deduct from his/her salary Union dues to be paid to a representative to be designated by the Union.

B. For all employees within the unit who have not signed Union membership application cards, the Borough shall deduct as a representation fee, an amount equal to eighty-five percent (85%) of the regular Union membership dues from the employee's salary to be paid to a representative designated by the Union.

ARTICLE XXI
UNION USE OF BOROUGH FACILITIES

A. The UPSEU may use Borough meeting rooms after or before work hours for the conduct of Union Meetings. Each use of a Borough meeting room shall require the prior approval of the Borough Administrator, which approval shall not be unreasonably withheld.

B. The UPSEU, as the exclusive representative of employees in the bargaining unit, shall have exclusive right of the use of bulletin boards to post Union messages.

C. The Borough Administrator shall designate the above meeting room and bulletin boards location.

ARTICLE XXII
REVIEW OF TITLES

Inequities in salary or earnings created by the addition of new or different job requirements or responsibilities shall be resolved through the contractual grievance procedure. In the event the grievance is submitted to arbitration, the arbitrator shall have the ability to decide whether or not an inequity has been created by the change in job requirements or responsibilities and the arbitrator shall have the authority to grant a reasonable inequity adjustment to be paid the aggrieved employee for as long as the new or different job responsibilities or job requirements exist.

Effective on January 1, 2003 the Borough shall post in conspicuous areas within each Department notices of all job vacancies, openings and promotional opportunities which shall include the Title, Department and Salary, for a period of ten (10) working days prior to the Borough advertising the position to the general public.

The expiration of this ten (10) day period does not, in any manner or way, forfeit an employee's right to submit a request for the posted vacancy(s) positions or promotional opportunity(s) after this period has passed.

The Borough shall submit to the Shop Steward and Union a copy of the expired job posting with the successful employee's name.

In the event the Borough attempts to change an employee's title, status or employment covered under the New Jersey Department of Personnel, the affected employee(s), Shop Steward and Union will be notified and receive all related correspondence.

ARTICLE XXIII
COMMUNICATIONS OPERATORS

The following paragraphs are meant to highlight different terms and conditions of employment between the Borough White Collar Employees and Communications Operators. Unless expressly stated otherwise, all provisions of this Agreement shall apply equally to Borough White Collar Employees and Communication Operators.

Effective on January 1, 2003, the Borough shall provide picture I.D. cards.

Effective on January 1, 2003, the parties shall agree on and establish a "Summer" and "Winter" uniform program subject to the mutual agreement of the parties.

Effective on January 1, 2002, the Step System shall consist of six (6) steps to go from the minimum/hire in wage rate to the maximum rate on January 1st of each Contract year.

Should over the life of the Agreement, the requirement for Communication Operators change related to additional training or certifications, the parties agree to re-open the Agreement to discuss such matters.

There shall be two (2) forty-five (45) minute rest periods during a twelve (12) hour shift. One (1) to occur during the first (1st) half of the shift, and, one (1) to occur during the second (2nd) half of the shift, such times to be determined by the Tour Commander or Chief of Police.

Communications Operators shall be permitted to change their shift and scheduled days off with advance notice and approval of the Tour Commander or Chief of Police which shall not be unreasonably denied.

For the purposes of the new Steps and work schedule, current employees effective on January 1, 2002 who were hired prior to 1989 shall be placed in Step Five (5) of 2002.

Employees hired after 1989 but prior to 1999 shall be placed on Step Two (2) of 2002. Employees hired after 1999 shall be placed on Step One (1).

Attached hereto as Schedule "B" and made a part of this Agreement are the Annual Steps with Appropriate Step increases.

Shift times will be as follows:

| | |
|-------------|---------------|
| Day Shift | 07:00 – 19:00 |
| Night Shift | 19:00 – 07:00 |

1. The hours of duty shall consist of twelve (12) consecutive hours per day starting at 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

2. Overtime shall be paid on the following basis:

(a) Hours incidental and immediately following the regular tour of duty in excess of twelve (12) hours shall be paid at one and one-half (1 ½) times the regular rate of pay.

(b) No double shifts shall be permitted under the twelve (12) hour schedule.

(c) A maximum of four (4) hours overtime may be worked if it is prior to or immediately following (continuous) a Communication Operator's shift.

(d) Overtime shall be approved by the Tour Commander or Chief of Police.

3. Every Communications Operator shall have a minimum of two (2) consecutive days off.

4. All time off for all Communication Operators on the twelve (12) hour work chart shall be adjusted using twelve (12) hour days. All holidays – fourteen (14), all personal days – three (3) (pursuant to Article XI of the Contract) shall be adjusted and provided on a twelve (12) hour per day basis. Vacation will be adjusted based upon twelve (12) hour days. It is expressly understood that the total amount of time off in hours shall not be increased. Communication operators shall receive ten (10) twelve (12) hour sick days per year. It is expressly understood that the total amount of time off in hours shall not be increased.

5. Overtime Procedure.

Overtime must be offered as follows:

a. At any time when a dispatcher is on sick, vacation, personal or other approved leave, an off-duty dispatcher will be called in to cover the shift of the dispatcher on leave, regardless of the staffing levels of the police department at that time;

b. If no off-duty dispatcher is available to be called in pursuant to paragraph a, a per-diem dispatcher will be called in to perform the dispatch duties of dispatcher on leave, regardless of the staffing levels of the police department at that time;

c. If no off-duty dispatcher or per-diem dispatcher is available to be called in pursuant to paragraph a or b, an off-duty police officer shall be called in to perform the dispatch

duties of the dispatcher on leave in accordance with the current overtime distribution procedure, regardless of the staffing levels of the police department at that time;

d. Each shift referenced in paragraphs (a), (b), or (c) above must be taken in its entirety. Shifts may be split only after exhausting paragraphs (a), (b), or (c) and prior to moving to paragraph (e).

e. If the Borough cannot obtain shift coverage for a dispatcher out on approved leave pursuant to paragraphs (a), (b), (c) or (d), an off-duty dispatcher shall be ordered to work. If no off-duty dispatcher is available and if the staffing levels of the police department permit, an officer will be reassigned from his patrol duty to dispatch duty to cover the needed shift. If no such officer is available, an off-duty officer will be ordered in to fill the required staffing requirements for the police department.

f. Overtime compensation shall be made at the employee's option, in either cash, or compensatory time off, calculated at the time and one-half (1 ½) rate times the number of overtime hours worked. Compensatory time off shall be arranged with the consent of the Tour Commander or Chief of Police, which consent shall not be unreasonably withheld.

6. Kelly Time

The twelve (12) hour shift provides an additional 110 hours over the eight (8) hour work schedule on an annual basis. Instead of working 2080 hours a year, the Communication Operators working a twelve (12) hour shift will work 2190 hours. During the term of this Agreement, Communication Operators will be entitled to 110 hours of uncompensated time (Kelly Time). Kelly Time must be used in the calendar year it was earned and such time shall not be carried over or cashed in.

Communications Officers shall be provided a day off for every holiday. In order to accomplish this, a portion of Kelly Time will be utilized to make up the four (4) hour differential between the shift worked and the typical eight (8) hour holiday pay.

Current Police Communications Operators will receive the Annual general wage increase and Step increase on January 1st of each Contract year.

Employees hired as Police Communications Operators after the signing/execution of the Agreement shall receive the Annual general wage increase on January 1st of each Contract year, and Step increase on their anniversary date.

The Borough may hire new Police Communication Operators, above Step # 1 based on education and experience. No new Police Communication Operators shall be hired at a step above any incumbent Police Communications Operator.

A. Uniform Allowance

Communication Operators required to wear police type uniforms while on duty shall receive an annual uniform allowance to provide replacement and maintenance of uniforms originally supplied by the Borough in the amount of \$750.00 per person, payable January 1st each year.

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. In the event a successor agreement is not executed on or before December 31, 2013, between the parties, this Agreement shall continue in full force and effect until such time as the new Agreement is implemented.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey on this _____ day of _____ 2013

ATTEST:

BY: *[Signature]*

BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY

BY: *[Signature]* Mayor

WITNESS:

BY: _____

UNITED PUBLIC SERVICE
EMPLOYEES UNION

BY: *[Signature]* Kevin E. Boyle, Jr.

BY: *[Signature]*

BY: *[Signature]*

SCHEDULE "A"

JOB TITLES

Account Clerk
Account Clerk/Typist
Accounting Assistant
Assistant Municipal Treasurer
Assistant Municipal Tax Collector
Clerk
Clerk/Steno
Clerk/Typist
Communications Operator
Deputy Borough Clerk
Deputy Court Clerk
Deputy Municipal Court Administrator
Deputy Municipal Court Administrator – Bilingual in Spanish and English
Payroll Supervisor
Police Records Clerk
Principal Assessing Clerk
Principal Clerk
Principal Tax Clerk
Purchasing Assistant
~~Recreation Assistant~~
Secretary, Board/Commission
Secretary to Board of Health
Registrar of Vital Statistics
Senior Accounts Clerk
Senior Clerk
Senior Clerk/Typist
Senior Police Records Clerk/Typist
Technical Assistant/Office of Construction Official
Violations Clerk
Zoning Officer
Secretary, Department of Public Works
Deputy Registrar of Vital Statistics
Alternate Registrar of Vital Statistics

SCHEDULE "B"
COMMUNICATION OPERATORS

SALARY GUIDE

| | 1 | 2 | 3 | 4 | 5 | 6 |
|------|-------|-------|-------|-------|-------|-------|
| 2011 | 42573 | 43598 | 44650 | 45726 | 46830 | 47961 |
| 2012 | 43923 | 44948 | 46000 | 47076 | 48180 | 49311 |
| 2013 | 45273 | 46298 | 47350 | 48426 | 49530 | 50661 |