

Contract no. 630 (amended)

A G R E E M E N T

Between

BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY

And

LOCAL 29, R.W.D.S.U., AFL-CIO
(OAKLAND BLUE COLLAR UNIT)

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

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PREAMBLE

This Agreement entered into this *24* day of *March* 19*92*
by and between the BOROUGH OF OAKLAND, in the County of Bergen, New
Jersey, a Municipal Corporation of the State of New Jersey, hereinafter
called the "Borough", and LOCAL #29, R.W.D.S.U., AFL-CIO (OAKLAND BLUE
COLLAR UNIT), a representative of certain employees of the Borough,
hereinafter called the "Union", represents the complete and final under-
standing on all bargainable issues between the Borough and the Union.

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 employed in the Department of Public Works, including Foremen, 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.

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 Civil Service 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 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 the respect to the employment of such employee, providing said activities do not violate any local, state or

EMPLOYEE RIGHTS (Continued)

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.

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 Oakland Blue Collar Unit may utilize the Borough facilities for business meetings strictly on the personal off work time of the Unit. The Unit'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 unreasonable withheld. In no case shall the union employees be entitled to overtime or other compensation.

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.

ARTICLE III

MANAGEMENT RIGHTS (Continued)

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 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 Parson: 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.

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

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 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 Assistant 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.

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

STEP ONE:

- 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 complaint with the department head within five (5) working days following the determination by the Supervisor stating the specific alleged violation and the remedy sought.
- 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 been resolved at Step Two, then within five (5) working days following the determination of the department head, the matter may be submitted in writing to

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

STEP THREE:

the Borough Administrator, who serves as Hearing Officer under N.J.A.C., 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.
- 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 Three shall be submitted to binding arbitration.

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.

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

STEP FOUR - BINDING ARBITRATION:

- b. 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.

ARTICLE V

WORK WEEK 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 work day 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.

ARTICLE V

WORK WEEK 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	Veteran's 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.

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)

ARTICLE VI

HOLIDAYS (Continued)

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 (2½) 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 proceeding sentence shall be construed as precluding the Borough from changing insurance carriers or modify policies so long as substantially similar benefits are provided.

B) The existing insurance coverages 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 \$5,000.00.

C) All permanent or provisional employees will be eligible for the various insurance coverages beginning sixty (60) days from the date of hire.

D) Effective June 1, 1987 the Borough will provide a new dental and vision plan as indicated below:

- 1) VISION PLAN: The Vision Plan shall pay up to \$100 per year to each covered employee and dependents with no deductible for prescribed vision needs. In 1993, employee and spouse are covered up to \$150 per year, no children. In 1994, employee only - \$200.00 max.

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 (\$500.00 lifetime maximum)

Maximum payment to a covered individual shall be \$1,000.00 per year, not including Class IV.

E) Effective January 1, 1989 (unless otherwise noted) 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, 1992, the Prescription Drug program will be modified to a \$5.00 per prescription employee contribution.

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

- A. Basic Major Medical as all other covered employees.
- B. Prescription as all other covered employees.
- C. Dental coverage for employee and spouse only, plan benefits as all other 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 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 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 for five (5) consecutive days shall constitute resignation.

2) Sick leave shall not be taken in increments less than one (1) hour.

3) 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 totalling 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

ARTICLE IX

SICK LEAVE (Continued)

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.

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) Personal days are to 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, 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 1992 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 Salary Guide will be increased by 3.75% in January, 1993.

(Appendix C)

C) The Salary Guide will be increased by 4.5% in January, 1994

(Appendix D)

D) 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.

E) SNOW RATE: The minimum rate to be paid for snow plowing or gritting/sanding for Overtime purposes is as follows:

1992 -1993 - Twenty Dollars per hour (\$20.00/hr)

1994 - Twenty Three Dollars per hour (\$23.00/hr)

F) Effective January 1, 1992, each employee will receive a \$125 work shoe allowance, payable once per calendar year in July.

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

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 employees base salary |
| 2) Eleven (11) through fifteen (15) years of service | --- | 5% longevity pay based upon employees base salary |
| 3) Sixteen (16) through twenty (20) years of service | --- | 9% longevity pay based upon employees base salary |
| 4) Over twenty (20) years of service completed | --- | 11% longevity pay based upon employees 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.

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 ten (10) continuous years of service in the Borough, the Borough will continue the employee in the medical plan at his option, subject to the following:

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

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

4) The employee may continue the medical plan after age sixty-five (65), 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

ARTICLE XIV

RETIREMENT AND SEPARATION (Continued)

- | | | |
|--|-----|----------------------|
| 3) After fifteen (15) years of service | --- | Thirty (30) Days |
| 4) After twenty (20) years of service | --- | Fifty-Five (55) Days |
| 5) After twenty-five (25) years of service | --- | Sixty (60) Days |

ARTICLE XV

CALL BACK TIME

When an employee is called back to duty between the hours of 4:30 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 8:00 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.

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.

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.

ARTICLE XIX

NO-STRIKE PLEDGE (Continued)

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.

ARTICLE XXI

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 XXII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been 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.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, 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 sooner 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 *20* day of *March*, 1992.

BOROUGH OF OAKLAND

BERGEN COUNTY, NEW JERSEY

ATTEST:

Jessamine Hickey

BY:

J. Peter Kendall

J. Peter Kendall, Mayor

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

ATTEST:

Anne Schmidt

BY:

John E. Duda

President
Paul Frick

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

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.

1992 SALARY GUIDE (APPENDIX B)

Step	1	2	3	4	5	6	7	8
Grade 2	22,500	23,065	23,640	24,235	24,840	25,460	26,100	26,750
	Building Maintenance Repairer Kastner (8) Equipment Operator Marcucilli (3) Mechanic Public works Repairer Water Meter Reader Wilson (1)							
Grade 1	19,500	20,000	20,500	21,000	21,500	22,000	22,500	23,000

Laborer (4)
 Mac Mahon
 Mc Mahon
 Duncan
 Gusterson

Custodian

1992 SALARY GUIDE (APPENDIX B)

Step	1	2	3	4	5	6	7	8	9
Grade 4	33,000	33,775	34,550	35,410	36,450	37,350	38,250	39,000	40,100

Supervising Maintenance Repairer

Ferrarella (8)

Supervising Mechanic

Montanya (5)

Supervising Public Works Repairer

R. Fuller Jr. (3)

Morgan (3)

Step	1	2	3	4	5	6	7	8	9
Grade 3	27,765	28,460	29,170	29,700	30,650	31,415	32,200	33,000	33,800

Senior Building Maintenance Repairer

R. Fuller Sr. (4)

Senior Mechanic

Bremer (3)

Burkhardt (8)

Senior Public Works Repairer

Catti (8)

Reilly (8)

Kimmei (3)

O'Connor (1)

1993

APPENDIX C

Step Grade	1	2	3	4	5	6	7	8	9
4	34 240	35 040	35 845	36,735	37 815	38,750	39,685	40,462	41,500

Supervising Maintenance Worker
Supervising Mechanic
Supervising Public Works Repairer

Step Grade	1	2	3	4	5	6	7	8	9
3	28,800	29,525	30,265	30,815	31,800	32,595	33,405	34,240	35,040

Senior Public Works Repairer
Senior Mechanic
Senior Building Maintenance Worker

Step Grade	1	2	3	4	5	6	7	8	9
2	23,345	23,930	24,525	25,145	25,770	26,415	27,080	27,750	28,425

Building Maintenance Worker
Equipment Operator
Public Works Repairer
Mechanic
Water Meter Reader

Step Grade	1	2	3	4	5	6	7	8	9
1	20,230	20,750	21,270	21,790	22,305	22,825	23,345	23,860	24 380

Laborers
Custodian

Step	1	2	3	4	5	6	7	8	9
Grade	35,780	36,615	37,460	38,390	39,515	40,495	41,470	42,280	43,370

Supervising Maintenance Repairer
 Supervising Mechanic
 Supervising Public Works Repairer

Step	1	2	3	4	5	6	7	8	9
Grade	30,095	30,855	31,625	32,200	33,230	34,060	34,910	35,780	36,620

Senior Building Maintenance Repairer
 Senior Mechanic
 Senior Public Works Repairer

Step	1	2	3	4	5	6	7	8	9
Grade	24,395	25,005	25,630	26,275	26,930	27,605	28,300	29,000	29,705

Building Maintenance Repairer
 Equipment Operator
 Water Meter Reader

Step	1	2	3	4	5	6	7	8	9
Grade	21,140	21,685	22,230	22,770	23,310	23,850	24,395	24,935	25,480

Laborers
 Custodian