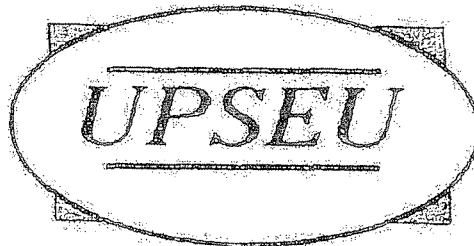


# COLLECTIVE BARGAINING AGREEMENT

By and Between

Borough of Oakland  
Bergen County, New Jersey

and the



UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
(Oakland Blue Collar Employees)

January 1, 2005 - December 31, 2008

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PREAMBLE

This Agreement entered into this *28<sup>th</sup>* day of *December* 2007 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 United Public Service Employees (OAKLAND BLUE COLLAR UNIT), a representative of certain employees of the Borough, hereinafter called the "Union", represents the complete and final understanding 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 in the Department of Public Works, including Foreman, but excluding white collar employees, seasonal employees, confidential employees, managerial executives, police employees, other supervisory employees, and all other employees who are not blue collar employees.

## ARTICLE II

### EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey State Statute or Department of Personnel Laws or other applicable laws and regulations. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. Whenever any employee is required to appear before the Borough Officials, or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him during such meeting or interview.
- D. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof shall be grounds for any discipline or discrimination with the respect to the employment of such employee, providing said activities do not violate any local, state, or federal law. Political, religious or other social activity that occurs during working hours and/or on Borough property or officially sanctioned events is strictly prohibited and will result in disciplinary action, including removal.
- E. Elected representatives of the Union, not to exceed two (2), shall be permitted time off for Union business, provided the department head determines that the efficiency of the department is not adversely affected. Prior consent shall be obtained from the department head, which shall not, however, be reasonably withheld.
- F. The Union may use the Borough facilities for business meetings strictly on the personal off work time of the Unit. The Union's use of Borough facilities shall not interfere with Borough's affairs or business and the Unit shall request and receive permission from the Borough Administration in advance of the meeting for the Unit's use of the facilities.

G. With respect to the negotiation of a successor Agreement, both negotiation teams shall be limited to five (5) persons. Employee members of the Union's Negotiating Team shall be released without loss of pay to attend negotiating sessions scheduled during their working hours, provided that such employees make arrangements for coverage of their work assignments approved in advance by their Department Head, which will not be unreasonably withheld. In no case shall the union employees be entitled to overtime or other compensation.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
  - 2) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
  - 3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
  - 4) To make rules of procedure and conduct, to introduce new or improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - 5) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, Title 11 and revised Statutes Title 40 and 40A or any other national, state county or local laws or ordinances.



- D. The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS:

- 1) Grievance: A "grievance" is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
- 2) Aggrieved Person: An "aggrieved person" is the person or persons or the Union making the claim.
- 3) Party In Interest: A "party in interest" is the person or persons making the claim and any person including the Union or the Borough, who might be required to take action or against whom action might be taken in order to 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 sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is

waived by mutual consent.

#### STEP ONE:

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

#### STEP TWO:

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

#### 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-binding decision.

#### STEP FOUR - BINDING ARBITRATION

- a) If the decision of the Borough Administrator is not satisfactory to the employee or the Union, then either shall have the right to submit such grievance to an arbitrator selected by the parties from the arbitration panel maintained by PERC, provided the grievance concerns a violation or

interpretation of the terms of this Agreement or concerns Borough policy directly affecting the aggrieved employee(s), and provided further that written notice of such appeal is given to the Borough Administrator within ten (10) days of receipt of notice of the decision of the Borough Administrator.

- b) The arbitrator shall have full power to hear the grievance and make a final decision, which shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. There shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator, and his expenses, shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE V

WORKWEEK AND OVERTIME

- A. The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The workday shall be 7:00 a.m. to 3:30 p.m. with One-half (1/2) hour lunch period.
- B. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time-and-one-half (1-1/2) times that employee's regular straight time rate of pay.
- 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's Birthday	Veterans' Day
President's Day	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. In the event any of the aforementioned holidays fall on a Saturday, they shall be celebrated on Friday, and in event any of the aforementioned holidays fall on a Sunday, they shall be celebrated on Monday. Holiday rates will be paid only for the day of observance.

C. Christmas Eve Day and New Year's Eve Day will be alternating for employees. All borough offices will remain open with skeleton forces as required by the demands of the individual offices subject to the approval of the department heads.

D. HOLIDAY PAY: Any employee covered by this Agreement who works or is scheduled to work on Christmas Day, Thanksgiving Day or Easter Sunday shall be paid for the first eight (8) hours worked, triple (3) times that employee's regular straight time rate of pay. 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 (2-1/2) times that employee's regular straight time rate of pay irrespective of the number of hours worked.

ARTICLE VII

INSURANCE

- A. All current employees will be offered the choice of either the health benefit plan provided to the White Collar Unit or the Select New Plan (PPO). 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. All new hires will only be offered the Select New Plan (PPO), if hired after the date of ratification of this Agreement.
- B. The existing insurance coverage provided to employees include medical plan, dental plan, medical prescription plan, optical plan, disability plan\* (\$158 per week for 52 weeks, with a fourteen (14) calendar day waiting period) and term life insurance of \$15,000.00.
- C. All permanent or provisional employees will be eligible for the various insurance coverages beginning sixty (60) days from the date of hire.
- D. The Borough will provide a dental and vision plan as indicated below:
1. VISION PLAN: The 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 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

- o The deductible is not applicable to Preventive Services; Orthodontia Services are

available to eligible dependents until the attainment of age 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.

E. The Health Benefits are modified as follows:

- 1) Chiropractic care is limited to 30 visits in any twelve- (12) month period,
- 2) Allergy care is limited to 30 visits in any twelve- (12) month period.
- 3) 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.
- 4) Prior to any hospital admission, the Borough must have the opportunity to review the particulars of the case and off alternate methods of treatment (excluding emergencies).
- 5) The Borough will institute a Prescription Drug Program that provides for a co-payment on the part of employees as follows:

0 for mail order generic drugs  
\$10 for generic prescriptions  
\$20 for all other prescriptions

F. 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.

G. 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.



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>Years of Service</u>	<u>Annual Days</u>
1 through 5 years	12
6 through 10 years	15
11 through 15 years	17
16 through 20 years	20
21+ years	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 superior shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

SICK LEAVE (Continued)

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

D. VERIFICATION OF SICK LEAVE:

- 1) Any employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
  - a) An employee who has been absent on sick leave for periods totaling, ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
  - b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- 1) 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 1<sup>st</sup> of each year.
- 2. Prior to January 1, 2007, any employee who has accumulated over 50 sick days may sell those excess sick days over 50 balance up to a maximum of 10 sick days per year at a rate of \$75/sick day for employees with the base salary of under \$40,000 and at a rate of \$100/sick day for employees with a base salary of \$40,000 and over in that year.
  - 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 issued prior to December 31 of that same year.

ARTICLE X

PERSONAL DAYS

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

ARTICLE XI

FUNERAL LEAVE

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

ARTICLE XII

SALARIES AND COMPENSATION

- A. All employees covered by this Agreement shall be placed on the 2005 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.
- |    |                 |       |                                  |
|----|-----------------|-------|----------------------------------|
| 1. | January 1, 2005 | 4%    | (retroactive to January 1, 2005) |
| 2. | January 1, 2006 | 4.25% | (retroactive to January 1, 2006) |
| 3. | January 1, 2007 | 3.90% |                                  |
| 4. | January 1, 2008 | 3.75% |                                  |
- 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. The entry level salary as of January 1, 2006 will be increased to \$27,000. The January 1, 2006 percentage increase will be applied thereafter to the new entry level salary.
- C. SNOW RATE: The minimum rate to be paid for snow plowing or gritting/sanding for overtime purposes shall be \$29.00 per hour for the duration of the Agreement.
- 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.
- E. 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 employee's base salary
- 2) Eleven (11) through fifteen (15) years of service -- 5% longevity pay based upon employee's base salary
- 3) Sixteen (16) through twenty (20) years of service « 9% longevity pay based upon employee's base salary
- 4) Over twenty (20) years of service completed -- 11% longevity pay based upon employee's base salary

B. ANNIVERSARY DATES:

Anniversary dates are January 1 and July 1; therefore:

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

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



ARTICLE XIV

RETIREMENT AND SEPARATION

- A. Upon permanent separation from employment for any reason, vacation days earned in prior calendar years, but not taken during the current calendar year, shall be paid to the employee, computed on the basis of the employee's current salary, plus current year vacation prorated to date of separation.
- B. Upon retirement from employment, 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 years 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 dependents 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 -- Twenty (20) Days
- 2) After ten (10) years of service -- Twenty-five (25) Days
- 3) After fifteen (15) years of service - Forty (40) Days
- 4) After twenty (20) years of service - Sixty-five (65) Days
- 5) After twenty-five (25) years of service - Seventy-five (75) Days

ARTICLE XV

CALL BACK TIME

When an employee is called back to duty between the hours of 3:30 p.m. and 12:00 Midnight, he shall be entitled to a minimum payment of two (2) 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 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 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.
- 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

DRUG AND ALCOHOL FREE WORKPLACE

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

ARTICLE XXII

SAVINGS AND SEPARABILITY

A. MAINTENANCE OF BENEFITS:

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

B. SEPARABILITY:

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

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no so than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey, on this <sup>24<sup>TH</sup></sup> day of ~~March~~ <sup>March</sup>, 2007.

*(Handwritten mark)*

BOROUGH OF OAKLAND BERGEN COUNTY, NEW JERSEY

ATTEST:

*(Handwritten signature: Lisa M. Deane)*  
\_\_\_\_\_

BY: *(Handwritten signature)*  
\_\_\_\_\_

UNITED PUBLIC SERVICE EMPLOYEES UNION  
OAKLAND BLUE COLLAR EMPLOYEES

ATTEST:

\_\_\_\_\_

BY: *(Handwritten signature)*  
\_\_\_\_\_ President

BY: *(Handwritten signature)*  
\_\_\_\_\_ Business Agent

APPENDIX A  
BLUE COLLAR TITLES

Custodian

Senior Building Maintenance Repairer

Equipment Operator

Building Maintenance Repairer

Senior Mechanic

Supervising Maintenance Repairer

Laborer

Public Works Repairer

Senior Public Works Repairer

Mechanic

Supervising Mechanic

Senior Water Reader Meter

Water Meter Reader

Supervising Public Works Repairer (Sewer/Water)

Supervising Public Works Repairer (Roads)

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	Step 9E
<u>2005</u>	4.00%	23,595	24,348	25,100	25,876	26,676	28,668	29,527	30,414	31,215	32,021	32,832	33,619	34,427
<u>2006</u>	4.25%	<b>27,000</b>	28,148	29,886	30,782	31,706	32,542	33,382	34,227	35,048	35,890			
		1.00%												
<u>2007</u>	3.90%	27,270	28,053	29,245	31,052	31,983	32,943	33,811	34,684	35,562	36,415	37,289		
<u>2008</u>	3.75%	27,543	28,293	29,105	30,342	32,216	33,182	34,178	35,079	35,985	36,896	37,781	38,688	

NOTE: In 2006, Step 1 is upgraded to \$27,000 and Step 2 is Step 1 with the 2006 4.25% Increase.

Step 3 is 2005 Step 6 with the 2006 Increase, Step 4 is 2005 Step 7 with the 2006 Increase, and so on down to where Step 9B is 2005 Step 9E with the 2006 Increase.

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
<u>2005</u>	27,833	28,708	29,582	30,497	31,440	32,413	32,686	33,664	34,554	35,412	36,303	37,216	38,141			
	4.00%															
			1.00%													
<u>2006</u>	28,111	29,015	29,928	30,839	31,793	32,777	33,791	34,075	35,094	36,022	36,917	37,846	38,797	39,762		
<u>2007</u>	28,392	29,207	30,147	31,095	32,042	33,033	34,055	35,109	35,404	36,463	37,427	38,357	39,322	40,310	41,312	
<u>2008</u>	28,676	29,457	30,302	31,278	32,261	33,243	34,272	35,332	36,425	36,732	37,830	38,831	39,795	40,797	41,822	42,862

NOTE: Where necessary, the annual increases were applied to determine additional step beyond Step 9D.

	Grade Three	Senior Building Maintenance Repairer, Senior Mechanic, Senior Public Works Repairer, Senior 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	Step 9I			
<u>2006</u>	4.00%	33,587	34,659	35,731	36,836	37,975	39,150	40,321	41,527	42,625	43,704	44,794	45,606	47,070	48,241	49,445	50,677	51,867			
		1.00%																			
<u>2006</u>	4.25%	33,923	35,014	36,132	37,249	38,401	39,589	40,814	42,034	43,292	44,436	45,561	46,698	47,544	49,071	50,291	51,546	52,831	54,071		
																Step 9J	Step 9J				
																52,831	54,071				
<u>2007</u>	3.90%	34,262	35,246	36,380	37,541	38,702	39,899	41,133	42,405	43,674	44,980	46,169	47,338	48,519	49,399	50,384	52,253	53,557	54,891	56,180	
															Step 9I	Step 9J	Step 9K	Step 9K			
															53,557	54,891	56,180	56,180			
<u>2008</u>	3.75%	34,604	35,547	36,567	37,744	38,949	40,153	41,395	42,675	43,995	45,312	46,667	47,901	49,113	50,339	51,251	52,896	54,212	55,565	56,949	58,287
															Step 9J	Step 9K	Step 9L	Step 9L			
															54,212	55,565	56,949	58,287			

NOTE: Where necessary, the annual increases were applied to determine additional steps beyond Step 9G.



Grade Four Supervising Maintenance Repairer, Supervising Mechanic, Supervising Public Works Repairer

	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	Step 9I	Step 9J	Step 9K	Step 9L	
<u>2005</u>	39,869	41,142	42,415	43,769	45,167	46,608	48,027	49,490	50,823	52,011	53,211	54,533	56,127	57,522	58,911	60,059	63,562	63,562			
	4.00%																				
		1.00%																			
<u>2006</u>	40,268	41,564	42,891	44,218	45,630	47,086	48,589	50,069	51,593	52,983	54,221	55,472	56,851	58,513	59,967	61,414	62,612	66,263			
	4.25%																				
<u>2007</u>	40,670	41,838	43,185	44,563	45,942	47,409	48,923	50,484	52,021	53,605	55,050	56,336	57,636	59,068	60,795	62,305	63,809	65,054	68,847		
	3.90%																				
<u>2008</u>	41,077	42,196	43,407	44,804	46,235	47,665	49,187	50,757	52,377	53,972	55,615	57,114	58,448	59,797	61,283	63,075	64,642	66,202	67,493	71,429	
	3.75%																				

NOTE: Where necessary, the annual increases were applied to determine additional step beyond Step 9G.