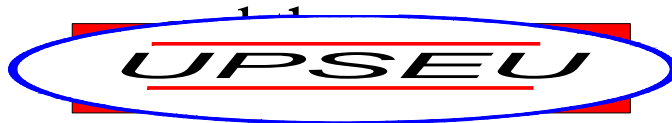


By and Between
Borough of Oradell



UPUPSEUSEU

United Public Service Employees Union
3555 Veterans Highway
Ronkonkoma, NY 11779

JANUARY 1, 2003 through DECEMBER 31, 2006

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PREAMBLE

This Agreement covering the period from January 1, 2003 through December 31, 2006 is made as of this 19th day of August, 2005 by and between the Borough of Oradell, in the County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and United Public Service Employees Union (UPSEU), hereinafter called the "Union".

ARTICLE II RECOGNITION

The Borough recognizes the Union as the exclusive representative for the purpose of collective negotiations (the bargaining unit), on behalf of all employees of the Borough as set forth in the correspondence issued by the State of New Jersey, Public Employment Relations Commission, December 17, 2004, Docket Number RO-2005-051. A copy of the Certification of Recognition is attached (see Appendix C) and is an integral part of this Agreement.

ARTICLE III NO STRIKE OR LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. 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 any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her 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, walkout, or other job action against the Borough.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from the same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Borough to take appropriate disciplinary action, including possible discharge in accordance with applicable law.

- E. 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 vent of such breach by the Union or its members.
- F. There shall be no lockouts of the employees by the Borough.

**ARTICLE IV
AGENCY SHOP**

- A. Any permanent full-time/permanent part-time employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days, thereafter, any new permanent full-time/permanent part-time employee in the bargaining unit who does not join within thirty (30) days of initial employment with the Borough, and any permanent full-time/permanent part-time previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, and fees. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough.
- B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.
- C. The Borough shall remit to the Union's Secretary-Treasurer within ten (10) working days of the payroll deductions and representation dues and fees.

**ARTICLE V
NON-DISCRIMINATION**

Neither the Borough nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, handicap, or union membership.

ARTICLE VI
WORK WEEK AND OVERTIME

- A. The normal work week for all clerical and secretarial employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday (1,820 hours per year). Such employees shall be entitled to one (1) fifteen (15) minute coffee break during their work day. The Department Head shall have the right to defer the coffee break due to the workload. Lunch time shall not be included in calculating the normal work week. Clerical and secretarial employees shall be entitled to overtime pay at the rate of one and one-half (1½) times their hourly rate after forty (40) hours in any week.

The normal work week for all Department of Public Works employees shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday, (2,080 hours per year). The normal starting time shall be 7:00 a.m. and the normal quitting time shall be 3:30 p.m. exclusive of a thirty (30) minute lunch period. The Borough reserves the right to adjust starting time when required by seasonal needs. The Borough will give seven (7) working days notice of a change in starting time provided an employee may waive this notice provision. In addition, in emergency situations, this notice requirement shall be waived.

- B. Employees covered by this Agreement are obligated to work a reasonable amount of overtime when required to do so by the Borough. Whenever practical, the Borough will give reasonable notice of the need for an employee to work overtime. An employee may be excused from working overtime by the Department Superintendent if there are reasonable grounds and conditions to permit the same. Employees will be compensated at one and one-half (1½) times their hourly rate after eight (8) hours in any workday or after forty (40) hours in any week.
- C. Any employees working on a holiday shall be entitled to overtime pay at the rate of two (2) times his or her hourly rate.
- D. Recall:
All employees shall be paid a two (2) hour minimum at the prescribed overtime rate of pay when called out at times other than regularly scheduled hours of duty. This shall not apply when such extra duty hours are contiguous to their normal work week schedule. All employees are obligated to return to work when so directed by the Employer. The Employer retains the right to keep the employees for the full Recall period.
- E. Compensatory Time:
Compensatory time for all employees covered by this Agreement may be accumulated, at the employee's option, up to a maximum of seventy-five (75) hours. Thereafter, the employees shall receive overtime compensation which shall be paid within the pay period immediately following the pay period in which the overtime is earned.

- F. Chain of Command:
Whenever the Superintendent and Assistant Superintendent are both absent at the same time, the Superintendent will select most senior Leadman of the OEA to be in charge for this period of time. This employee will be paid at a daily rate of \$20.00 for this period. The Borough Administrator will be notified by 9:00 a.m. of that day.

ARTICLE VII SALARIES

- A. Effective January 1, 2003 each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2002.
- B. Effective January 1, 2004 each employee shall receive a salary increment of four percent (4%) above the base salary that such employees was receiving as of December 31, 2003.
- C. The salaries for all Clerical/Secretarial employees and DPW/Buildings & Grounds employees covered by this Agreement shall be as set forth in Appendix A hereto.
1. Effective January 1, 2005 a new salary "step guide" (the "Guide") shall be implemented (Appendix "A").
 2. Placement of all employees on the Guide shall be based upon their salary as of December 31, 2004.
 3. Employees earning at or above the midpoint of each step will be "rounded up" to the next step.
 4. Employees earning below the midpoint of each step will be "rounded down."
- D. Each step on the Guide shall be increased by four percent (4%) effective as of January 1, 2006.
- E.
1. Those employees who are "off the Guide," shall receive a salary increase of four percent (4%) for 2005 and 2006.
 2. Those employees who are "at the top of," or "off the Guide" as of January 1, 2006, shall receive a base pay adjustment in the amount of five hundred dollars (\$500.00) which shall be included in the base salary of the employee.
- F. The Guide shall be uniform as to all Clerical employees.
- G. The Guide shall establish two (2) classifications of DPW employees: Repairers and Mechanics.

- H. The Guide for Mechanics shall be one thousand dollars (\$1,000.00) more than the Guide for Repairers at all levels.
- I. The Guide for Clerical, Repairers and Mechanics are attached hereto.

**ARTICLE VIII
LONGEVITY**

- A. In addition to base salary, each employee hired by the Borough prior to February 22, 2000 shall receive annual longevity payments based upon the employee's length of continuous service in accordance with the following schedule:

| | |
|--|--------------------------------|
| After Three (3) Years of Service: | One percent (1%) of base pay |
| After Six (6) Years of Service: | Two percent (2%) of base pay |
| After Nine (9) Years of Service: | Three percent (3%) of base pay |
| After Twelve (12) Years of Service: | Four percent (4%) of base pay |
| After Fifteen (15) Years of Service: | Five percent (5%) of base pay |
| After Eighteen (18) Years of Service: | Six percent (6%) of base pay |
| After Twenty-One (21) Years of Service: | Seven percent (7%) of base pay |
| After Twenty-Four (24) Years of Service: | Eight percent (8%) of base pay |

- B. Longevity payments shall be calculated as of December 1 of each calendar year. Only those employees who have completed the requisite number of years of continuous service as of that date are eligible for the longevity payment set forth above.

For purposes of computing longevity only, credit shall be given at one-half (1/2) rate for part time service prior to full time employment, in accordance with the schedule on file with the Treasure/Chief Financial Officer.

- C. Effective February 22, 2000, the benefit of longevity will not be offered or payable to newly hired employees. However, all current employees i.e. those hired prior to February 22, 2000, shall continue to receive longevity benefits as set forth above in paragraphs A and B.

**ARTICLE IX
STANDBY**

- A. Standby time shall be defined as being available for an emergency which may arise over and beyond the employee's normal daily work schedule. Two (2) men will be assigned Standby time each week on rotating schedule basis.
- B. The weekly standby period shall run from Tuesday at 7:30 a.m., to the following Tuesday, 7:30 a.m.
- C. Employees on standby status shall receive additional pay therefor, in the amount of \$150.00 per week.

**ARTICLE X
VACATIONS**

- A. All permanent full time employees shall be entitled to paid vacations in accordance with the following schedule:

First Year:

One (1) Day per Month after Six (6) Months to a maximum of five (5) days during first year.

Second through Fifth Year of Continuous Service:

Ten (10) Working Days

Sixth through Eleventh Years of Continuous Service:

Fifteen (15) Working Days

Twelfth through Twentieth Years of Continuous Service:

Twenty (20) working Days

Twenty-First Year of Continuous Service and Thereafter:

Twenty-Five (25) working Days

- B. Vacations may be taken in individual days or in full weeks not to exceed three (3) successive weeks, subject to the approval of the Department Head or designated official.
- C. Vacations shall accrue on January 1 of each year. However, with respect to any permanent employee hired on or after May 1, 2005, who resigns or is terminated for any reason, shall be entitled to vacation days based upon length of service and the number of full calendar months of employment subsequent to January 1 of the year in which resignation or termination becomes effective.
- D. (1) Vacation time which is not taken within the calendar year in which it is earned must be taken prior to December 31 of the following year.
- (2) In the event that an employee has carried accrued vacation time into the following year as per paragraph (1) above, and thereafter schedules his/her vacation, but becomes ill or injured prior to taking such vacation, the employee shall be permitted to further carry his/her accrued vacation time for an additional one (1) year period. However, in such event, the employee shall provide evidence of the illness or injury to the employer (including a treating physician certificate, if so requested by the employer).
- E. Scheduling of all vacation time shall be subject to the approval of the Department Head or designated official, and employees with greater seniority within the Department will be given preference in the selection of vacation periods in cases of conflict.

**ARTICLE XI
HOLIDAYS**

- A. All permanent full time employees shall be entitled to the following paid holidays:
- | | |
|--------------------|------------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
- B. Any holiday falling on Saturday shall be celebrated on the immediately preceding Friday, and, any holiday falling on Sunday shall be celebrated on the immediately succeeding Monday.
- C. If an employee works on a holiday, he shall receive overtime compensation therefor as stated in the Article entitled "Work Week and Overtime".
- D. The Employer reserves the right not to pay holiday pay rate to any employee who does not report for work as scheduled on the work day immediately preceding or the day after a recognized holiday. This provision does not apply to absences authorized by the Employer.

**ARTICLE XII
SICK LEAVE**

- A. Employees who are temporarily unable to work by reason of non-work related injury or illness to themselves shall nevertheless be entitled to receive full compensation in the form of sick leave. Each permanent full-time employee hired prior to January 1, 1987 shall have unlimited sick days as in past practice up to one year. However, for those employed on a full-time permanent basis after January 1, 1987, the cumulative maximum sick leave for the first six years shall be as follows:

| <u>Length of Employment</u> | <u>Cumulative Maximum Number of Paid Sick Leave</u> |
|-------------------------------------|---|
| Less than 3 months - | 0 days |
| More than 3 months up to 6 months - | 5 days |
| More than 6 months up to 1 year - | 10 days |
| More than 1 year up to 2 years - | 15 days |
| More than 2 years up to 3 years - | 20 days |
| More than 3 years up to 4 years - | 25 days |
| More than 4 years up to 5 years - | 30 days |
| More than 5 years up to 6 years - | 35 days |

- B. After six (6) years of service, an employee can be paid up to one year under the following circumstances:

Short Term Disability (up to six (6) months of continues absences):

Employee will continue to receive full pay. Any/all disability checks that are received by the employee will be endorsed over to the Borough.

Long Term Disability (from six (6) months to one year):

The employee will continue to receive full pay for this period. All salary will cease after one (1) year of continuous illness.

- C. An unwarranted claim by an employee of sick leave privileges may be grounds for disciplinary action against such employee.
- D. The Department Head or designated official may, in his discretion, require a doctor's note when the employee is out for three (3) or more consecutive days or where there is a pattern of abuse.

ARTICLE XIII WORK INCURRED INJURY

- A. Employees who are injured, whether slightly or severely while working, must make an immediate report within twenty-four (24) hours to the Department Head.
- B. Where a permanent full-time employee covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
- C. The employee may be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council may reasonably require the said employee to present such certificates from time to time.
- D. For the purpose of this Article, injury or illness incurred while the employee is attending a Borough sanctioned training program shall be considered in the line of duty.

ARTICLE XIV HEALTH INSURANCE BENEFITS

- A. The Borough shall continue to provide the following health and health insurance benefits for all permanent full-time employees:
- 1) New Jersey State Health Benefits Program (Blue Cross/Blue Shield, Rider J and Major Medical);

- 2) Blue Cross Prescription Plan (Family). Beginning January 1, 1993 the co-payment shall be \$5.00.
- B. In addition to the foregoing, the Borough agrees to provide all permanent full-time employees with a dental insurance plan to cover the employee and all eligible dependents, commencing January 1, 1988 (Delta Plan of N.J., Inc, Program III-A, with orthodontic benefits).
- C. Any employee who retires after twenty-five (25) years or more of service within the Borough shall be entitled to be continued in the above health insurance coverage on a family-plan basis, with the cost thereof to be paid by the Borough. This does not include dental benefits.
- D. Opt-Out:
If permitted under the relevant health plan, the Employer may make provision for opt-outs, so where there is duplicate coverage, the employee may at his election opt out of dependent (spouse) coverage in return for a payment equal to twenty-five percent (25%) of the Borough's cost of such coverage.

**ARTICLE XV
PERSONAL DAYS**

- A. Each permanent full-time employee shall be entitled to three (3) personal leave days with pay annually. Employees shall not be required to advise their Department Heads of the reason for such personal leave day.
- B. Employees must give their Department Heads or designated official notice of their intention to take a personal leave day as soon as practicable and must receive approval from the Department Head or designated official which shall not be unreasonably withheld., Personal leave days shall be non-cumulative.

**ARTICLE XVI
BEREAVEMENT LEAVE**

- A. Permanent, full-time employees shall be granted up to three (3) days leave without loss of regular pay upon the death of a member of his or her immediate family.
- B. Immediate family shall be defined as the employee's spouse, children, parents, brother, sister, mother-in-law, or father-in-law, or grandparents of the employee or employee's spouse.
- C. Reasonable verification of the event may be required by the Borough.

- D. Bereavement leave may be granted at the sole discretion of the employee's Department Head in the event of the death of a brother-in-law or sister-in-law, and such time is to be deducted, at the employee's option, from the holiday, vacation or compensatory time.
- E. Any extension of absence under this Article, however, may at the employee's option and with the consent of the Department Head or designated official, be charged against available holiday, vacation or compensatory time or to be taken without pay for a reasonable period.

**ARTICLE XVII
EMERGENCY LEAVE**

- A. In the event of the birth of a child to the employee's spouse, or the death of a close relative living in the household of the employee who has resided there for a period of at least one (1) year, then the employee shall be allowed up to three (3) working days' leave of absence with pay.
- B. Any employee may be granted a paid leave on a hardship basis for any reason at the discretion of the Governing Body.

**ARTICLE XVIII
LEAVES OF ABSENCE**

- A. Permanent, full time employees covered by this Agreement may be granted a leave of absence by the Borough in its sole discretion without pay for a period not to exceed thirty (30) calendar days. The request for such leave shall be made to the Department Head or designated official, at least thirty (30) days prior to the anticipated commencement of such leave. An employee may be granted an extension of such leave of absence for an additional period not to exceed thirty (30) calendar days upon approval ,thereof by the Department Head or, in his absence, the designated official.
- B. At the expiration of such leave, or any extension thereof, the employee shall, insofar as possible, be returned to the position from which he or she is on leave.
- C. Seniority shall be retained, but shall not accumulate during such leaves.

**ARTICLE XIX
MILITARY LEAVE**

Military leave shall be provided in accordance with applicable law.

**ARTICLE XX
PERSONNEL FILES**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Personnel Administrator.
- B. Upon advance notice and at reasonable time, any employee may review his personnel file in the presence of the Borough Administrator or designated official. However, this appointment for review must be made through the Borough Administrator or designated official at time mutually convenient.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires; and he shall be permitted to place said rebuttal in his file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

**ARTICLE XXI
GRIEVANCE PROCEDURE**

- A. Definition: The term, "grievance," as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual employees, group of employees, or the Union.
- B. Steps of the Grievance Procedure: 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 :

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his decision.

Step Two :

If a grievance is not resolved at Step One, the moving party may, within five (5) working days on receipt of the answer in Step One, submit the written grievance to the Borough Administrator, who shall give his or her answer within five (5) working days of the presentation of the grievance in Step Two.

Step Three :

If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two to a "Borough Grievance Committee" appointed by the Mayor. Upon receipt of an appeal by the Borough Grievance Committee, a meeting may be scheduled to discuss the grievance within ten (10) days of receipt of the appeal. The decision of the Borough Grievance Committee shall be made not later than fifteen (15) working days after receipt of the appeal.

ARTICLE XXII SAFETY COMMITTEE

The Union may appoint a committee not to exceed three (3) persons to meet with the Borough's representatives as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE XXIII DATA FOR FUTURE BARGAINING

- A. The Employer agrees to make available to the Union all relevant data the Union may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups, the most of various insurance and other programs, information concerning overtime worked by employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE XXIV BULLETIN BOARD

- A. The Borough will allow for the use of a bulletin board in non-public areas of the Borough Hall and the Public Works Building, respectively, for Union notices. These bulletin boards shall be used only for notices pertaining to Union business. It shall be the responsibility of the Union representatives to supervise the posting of notices which shall not include any political endorsements or political material.

**ARTICLE XXV
MISCELLANEOUS**

- A. All employees hired prior to May 1, 2005, shall be subject to a four (4) month probationary period before achieving permanent status. Effective as of May 1, 2005, the probationary period for all newly hired employees shall be six (6) months. Upon notice to UPSEU, Oradell may extend the probationary period for up to two (2) additional three (3) month periods. Notice shall be provided by Oradell to UPSEU prior to the expiration of the initial six (6) month probation term.
- B. A probationary employees may be dismissed by the Borough during the term of his probationary period without recourse to the grievance procedure of this Agreement. Probationary employees shall not receive benefits during the period of probation, except holidays and health insurance benefits in accordance with the terms of the health insurance contract. When hired, the employee will have one year in which to fulfill the requirements of the position i.e. - to obtain the necessary license/certifications.
- C. All salary, compensation and benefits earned and accrued by a full-time permanent employee shall be paid to his estate upon such employee's death.
- D. All Department of Public Works and Buildings and Grounds employees shall continue to receive uniforms, safety shoes and equipment from the Borough. The annual maximum shoe allowance shall be one hundred seventy-five dollars (\$175.00).
- E. Minutes at Meetings: Payment for Borough employees taking minutes of various board meetings, including executive and work sessions, to be fifty dollars (\$50.00) per meeting.
- Effective upon ratification of this Agreement the compensation shall be increased to seventy-five dollars (\$75.00) per meeting. In the event that a meeting shall last longer than three (3) hours, the amount to be paid shall be increased to one-hundred dollars (\$100.00) per meeting.
- F. Leadman Compensation shall be seven hundred-fifty dollars (\$750.00) during each year of this Agreement. Two (2) additional Lead Men (Sewer and Recycling) shall be appointed by the DPW Superintendent.
- G. Tree Climber (Maximum 3 people) : Shall receive additional compensation of two hundred-fifty dollars (\$250.00) per year during each year of this Agreement.
- H. Specific Licenses/Certifications: Fees for any specific licenses/certifications required by the State of New Jersey shall be paid for by the Borough including but not limited to Commercial Drivers License, Pesticide License and Sewer License, or any Certification relevant to the job. Employees required by a Government Agency (County, State or Federal) to hold a Specific License/Certification shall be paid five hundred dollars (\$500.00) per year additional compensation for the holder of that license/certification (including but not limited to Sewer and Pesticide Licenses) . This five hundred dollars

(\$500.00) additional compensation does not apply to Commercial Driver's License.

- I. Commercial Driver's Licenses: All employees of the Department of Public Works holding a Commercial Driver's License shall receive additional compensation of \$150.00 per year during each year of this Agreement.

ARTICLE XXVI SENIOR EMPLOYEES

- A. In recognition of his/her length of service and enduring contribution to the Borough of Oradell each Senior Employee, as hereinafter defined, shall be eligible to receive additional compensation, in addition to all other pay and benefits to which he/she is otherwise entitled, as herein provided.
- B. For purposes of this section a "Senior Employee" shall mean an employee who has completed twenty-four (24) years or more of service under the Public Employees Retirement System.
- C. A Senior Employee who has provided the Employer with at least one (1) year's prior written notice of his/her intent to retire, specifying the proposed effective date of such retirement, shall during his/her last year of service determined by said notice, receive the following benefit:
 1. His/her base pay shall be increased in the amount of one thousand five hundred dollars (\$1,500.00).
- D. If a Senior Employee, by written notice to the Employer, withdraws his/her written notice of intent to retire, before receiving any of the above benefits, he/she may resubmit said one (1) year prior written notice at a later date and shall still be eligible to receive said benefits as above provided.
- E. Unless the notice of intent to retire has been withdrawn prior to the date specified therein for such retirement, said additional benefits shall cease upon said specified retirement date, and unless the retirement occurs on said date, his/her regular base pay will revert to what it would have been without such additional benefits, and he/she shall be required to reimburse the Employer for the amounts so received, provided, however, that upon such reimbursement, he/she may resubmit said one (1) year prior written notice at a later date and shall still be eligible to receive said benefits as above provided.

ARTICLE XXVII EDUCATION INCENTIVE PROGRAM

The purpose of this Education Incentive program is to encourage all members of the UPSEU to continue their education within the area (job description) for which they are employed by the Borough of Oradell. This program establishes various sums of money to be paid to a member of the UPSEU, in addition to normal salary to which he/she is entitled, on a credit range basis.

The following outlines by steps, in college credit ranges, sums of money to be added to the base pay of members of the UPSEU who are engaged in the pursuit of a college education at a recognized and accredited college, toward a degree within the area (job description) for which they are employed by the Borough of Oradell (a degree for this purpose is to mean an Associate or Bachelor degree).

The funds outlined are to be paid as part of the UPSEU member's salary with all appropriate deductions taken.

The following stipulations are made in regard to the continuance of eligibility for receipt of said payments.

- A. Continued eligibility is contingent on the members attaining a minimum of an Associate Degree or equivalent.
- B. The College Program undertaken by a member must be approved by the Council Department Chairman and Department Head.
- C. A member is entitled to said payment during the time he/she is enrolled in College and actively pursuing a degree (see rate schedule).
- D. Upon reaching degree status, the appropriate sum shall be added to the member's salary for his/her degree and remain a part of his/her salary, year to year, for the remainder of his/her employment with the Borough of Oradell.
- E. A member shall lose his/her eligibility if he fails to attend college for two consecutive semesters. However, if at any time such employee shall again enroll and attend college he/she shall be paid on the basis of the credits he/she has previously earned and shall resume accumulation of credits as if he/she had not stopped.
- F. It shall be understood that credit accumulation shall be based on all courses required, offered and accepted by an approved and accredited college toward the above mentioned degrees (Associate or Bachelor).
- G. The monies paid to a member under this plan shall be rendered in such a way as not to conflict with nor abridge the member's right to receive other grants or benefits from other sources to which the member would otherwise be entitled.
- H. A member is required to submit to the Council Department Chairman and the Department Chairman and the Department Head proof of satisfactory completion of the courses he/she has taken each semester in order to obtain credit for them toward the next higher credit range.
- I. Any member who shall acquire an Associate Degree and stops attending College at that point shall be paid at the appropriate rate for his/her degree. However, if such

employee should resume attendance and work toward a Bachelor Degree, his/her further credit accumulation shall be added to the total number of credits he/she previously earned.

- J. In order for a member to receive payment for a Bachelor Degree the degree shall in fact have been awarded and proof thereof must be furnished to the Council Department Chairman and Department Head.

Definitions:

1. Associate Degree -
A two year degree consisting of 64 credits but not restricted thereto, contingent upon the requirements of an accredited college awarding such degree. It shall be understood that the equivalent of an Associate Degree shall be 64 credits, and a member who earned 64 credits towards a Bachelor Degree shall thereafter be considered to be equal to and shall receive all benefits afforded to a member who has earned an Associate Degree.
2. Bachelor Degree -
A four year degree consisting of 120 credits but not restricted thereto, contingent upon the requirements of an accredited college awarding such degree.
3. Member -
All full time members of UPSEU.
4. Program -
Education Incentive Program.
5. Proof of Completion -
Any official notice, emanating from an accredited college as to grade attained, official transcript of college, or degree certificate.
6. Credit Range -
See Rate Schedule Rate Schedule:

| | <u>Credits Earned</u> | <u>Amount Added to Salary</u> | <u>Rate Per Credit (High and Low)</u> |
|-----------------------------|-----------------------|-------------------------------|---|
| 0 - 12 | \$0.00 | (0.0) | |
| 12 - 24 | | \$100.00 | (8.33 - 4.17) |
| 25 - 48 | | \$300.00 | (12.00 - 6.25) |
| 49 - 64 | | \$400.00 | (8.16 - 6.25) |
| <u>Associate Degree</u> | | | |
| (if attendance stops) | | \$500.00 | (7.81) |
| 65 - 88 | | \$750.00 | (11.54 - 8.52) |
| 89 - 120 | | \$900.00 | (10.11 - 7.50) |

Bachelor Degree

\$1,200.00

(10.00)

**ARTICLE XXVIII
SAVINGS CLAUSE**

- A. It is understood and agreed that if any portion of the Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. Except as otherwise provided in this Agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof.

**ARTICLE XXIX
FOR CAUSE**

The Mayor and Council may suspend or dismiss with cause any employee who is a member of the bargaining unit for moral, drug, insubordination or illegal activities. Such employee shall not have recourse to the grievance procedure (Article XXI) but shall be entitled to a hearing before the Mayor and Council prior to any suspension or dismissal is determined by the Mayor and Council.

**ARTICLE XXX
JOB DESCRIPTION**

The Borough shall provide the Union with job descriptions for each position/title held by an Employee/Member. These job descriptions will accurately reflect the duties and responsibilities of the position/title held by the Employee and shall be updated from time to time. The Union may request the Borough Administrator to review the job description of a current position/title to determine if the existing job description is accurate. The Borough shall comply with this request.

**ARTICLE XXXI
MANAGEMENT RIGHTS**

The Borough, its employees, agents and representatives retain the right to:

1. Carry out its statutory duties utilizing personnel, methods and means in an appropriate and efficient manner.
2. Manage the employees of the Borough.
3. Take such disciplinary action against an employee as may be permitted by the Collective Bargaining Agreement or applicable law.

**ARTICLE XXXII
JOB POSTING**

- A. The borough shall post in all places as designated under Article XXIV - Bulletin Board, notices of all job vacancies, openings and promotional opportunities, which shall include the title, department and salary range for a period of ten (10) working days prior to the Borough advertising the said position to the general public. The expiration of this ten (10) day period does not, in any manner or way, forfeit an employee's rights to submit an application for the posted vacancy(s) or promotional opportunity(s) after this period has passed.
- B. Job postings shall be posted within all departments.
- C. The Borough shall submit to the Union a copy of the expired job posting with the successful bidder's name.

**ARTICLE XXXIII
PROMOTIONS AND TRANSFERS**

Pursuant to Article VII, Salaries, employees promoted or transferred to a higher rated job/wage shall receive a lateral salary adjustment to the nearest step of the new job range with no decrease in wages.

**ARTICLE XXXIV
UNION LEAVE**

Effective July 1, 2006, an aggregate of eight (8) paid days annually shall be provided to Union Shop Stewards for the purpose of attending UPSEU Educational Conferences and Workshops. No more than three (3) days may be used by any one Steward.

**ARTICLE XXXV
SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this Agreement to any employee, member or group of employees or member is held to be invalid by operation of law, by any court, administrative body or other tribunal or competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provisions. All other provisions and applications contained herein shall continue in full force and effect and shall not be affected hereby.

**ARTICLE XXXVI
CONTINUATION OF CONTRACT PROVISIONS**

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a *Successor Agreement* is executed and becomes effective .

**ARTICLE XXXVII
CONTINUATION THROUGH EXPIRATION OF AGREEMENT**

1. Upon the expiration of the Collective Bargaining Agreement, employees shall continue Step movement during negotiations on a *Successor Collective Bargaining Agreement*.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their respective representatives and appropriately attested the day and year above written.

THE BOROUGH OF ORADELL

UNITED PUBLIC SERVICE EMPLOYEES
UNION (UPSEU)

BY: _____
James McCue
Administrator

BY: _____
Kevin E. Boyle, Jr.
President

BY: _____

BY: _____
James Maxson
Blue Collar Shop Steward

BY: _____

BY: _____
Providence Dunphy
White Collar Shop Steward

BY: _____
Committee Member

BY: _____
Committee Member

ATTEST: _____

ATTEST: _____

ATTEST: _____

APPENDIX A

CERTIFICATION OF RECOGNITION

**ARTICLE XXXVI
CONTINUATION OF CONTRACT PROVISIONS**

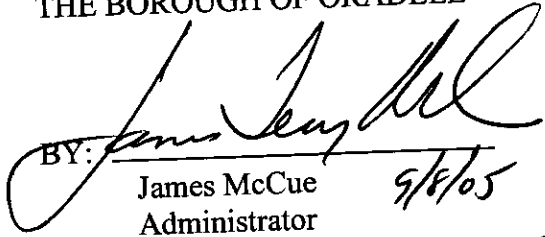
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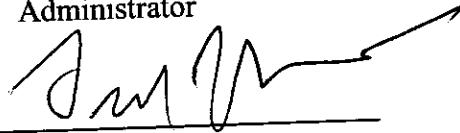
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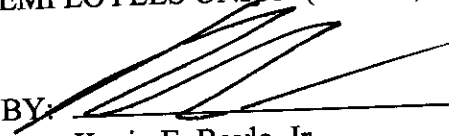
THE BOROUGH OF ORADELL

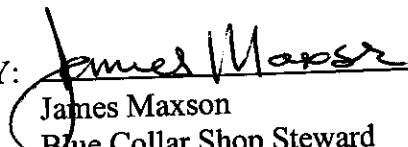
BY: 
James McCue
Administrator 9/8/05

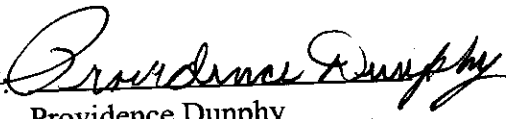
BY: 
Frederick T. LaMonica
Mayor

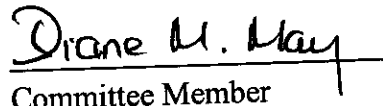
BY: _____

UNITED PUBLIC SERVICE
EMPLOYEES UNION (UPSEU)

BY: 
Kevin E. Boyle, Jr.
President

BY: 
James Maxson
Blue Collar Shop Steward

BY: 
Providence Dunphy
White Collar Shop Steward

BY: 
Diane M. May
Committee Member

BY: 
Committee Member

ATTEST: _____

ATTEST: _____

ATTEST: _____

BOROUGH OF ORADELL
 DPW 8 STEP GUIDE
 2003-2006

| YEAR | 2003 BASE SALARY | 2004 BASE SALARY | 2005 BASE SALARY | 2006 BASE SALARY |
|------|------------------------|------------------------|------------------------|------------------------|
| 1 | 24,960 | 25,958 | 26,997 | 27,537 |
| 2 | 26,997 | 28,077 | 29,389 | 30,314 |
| 3 | 29,118 | 30,283 | 31,781 | 33,091 |
| 4 | 31,323 | 32,576 | 34,173 | 35,868 |
| 5 | 33,616 | 34,961 | 36,565 | 38,645 |
| 6 | 36,001 | 37,441 | 38,957 | 41,422 |
| 7 | 37,441 | 38,939 | 41,349 | 44,199 |
| 8 | 38,939 | 40,497 | 43,741 | 46,976 |

NOTE: STEP GUIDE EFFECTIVE JANUARY 1, 2005

BOROUGH OF ORADELL
 MECHANIC 8 STEP GUIDE
 2003-2006

| YEAR | 2003 SALARY BASE | 2004 SALARY BASE | 2005 SALARY BASE | 2006 SALARY BASE |
|------|------------------------|------------------------|------------------------|------------------------|
| 1 | 24,960 | 25,958 | 27,997 | 28,537 |
| 2 | 26,997 | 28,077 | 30,389 | 31,314 |
| 3 | 29,118 | 30,283 | 32,781 | 34,091 |
| 4 | 31,323 | 32,576 | 35,173 | 36,868 |
| 5 | 33,616 | 34,961 | 37,565 | 39,645 |
| 6 | 36,001 | 37,441 | 39,957 | 42,422 |
| 7 | 37,441 | 38,939 | 42,349 | 45,199 |
| 8 | 38,939 | 40,497 | 44,741 | 47,976 |

NOTE: STEP GUIDE EFFECTIVE JANUARY 1, 2005

BOROUGH OF ORADELL WHITE COLLAR
 WHITE COLLAR 8 STEP GUIDE
 2002-2006

| YEAR | 2002 BASE SALARY | 2003 BASE SALARY | 2004 BASE SALARY | 2005 BASE SALARY | 2006 BASE SALARY |
|------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1 | 24,000 | 24,960 | 25,958 | 26,997 | 27,537 |
| 2 | 24,960 | 25,958 | 26,997 | 28,418 | 29,046 |
| 3 | 25,958 | 26,996 | 28,076 | 29,839 | 30,555 |
| 4 | 26,997 | 28,077 | 29,200 | 31,260 | 32,064 |
| 5 | 28,077 | 29,200 | 30,368 | 32,681 | 33,573 |
| 6 | 29,200 | 30,368 | 31,583 | 34,102 | 35,082 |
| 7 | 30,368 | 31,583 | 32,846 | 35,525 | 36,591 |
| 8 | 31,582 | 32,845 | 34,159 | 36,946 | 38,055 |

NOTE: STEP GUIDE EFFECTIVE JANUARY 1, 2005

CERTIFICATION OF RECOGNITION
WISS, COOKE & SANTOMAURO

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
THREE UNIVERSITY PLAZA
SUITE 207
HACKENSACK, NEW JERSEY 07601
(201) 488-1030
TELECOPIER (201) 488-7313

NEW YORK OFFICE
30 NORTH WILLIAM STREET
PEARL RIVER, NEW YORK 10965
(845) 735-1415

RAYMOND R. WISS*
CERTIFIED CIVIL TRIAL ATTORNEY
KEVIN P. COOKE**
CYNTHIA D. SANTOMAURO*
THOMAS K. BOUREGY, JR.

*ALSO MEMBER NEW YORK BAR
**ALSO MEMBER PENNSYLVANIA BAR

December 17, 2004

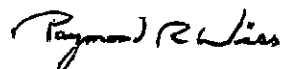
VIA FACSIMILE (631) 738-7236
Kevin Boyle, Jr.
President
United Public Service Employees Union
3555 Veterans Highway
Suite H
Ronkonkoma, NY 11779

Re: Borough of Oradell and
United Public Service Employees Union
Docket No.: RO-2005-051

Dear Mr. Boyle:

On behalf of the Borough of Oradell ("Oradell"), this letter will serve to confirm that Oradell has voluntarily agreed to recognize the UPSEU as the successor to Local 1 with respect to those employees of Oradell heretofore represented by Local 1.

Very truly yours,



Raymond R. Wiss

RRW/cm
cc: Borough of Oradell