

COLLECTIVE BARGAINING AGREEMENT

between

THE BOROUGH OF ORADELL, NEW JERSEY

in

THE COUNTY OF BERGEN

and

THE POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL 206,

(ORADELL UNIT)

For the Years

2011-2015

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AGREEMENT

PREAMBLE

THIS AGREEMENT, made this ___th day of July, 2010, by and between the BOROUGH OF ORADELL, a body politic and corporate of the STATE of NEW JERSEY, hereinafter referred to as "The Employer" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 206 (ORADELL UNIT), hereinafter referred to as the "PBA";

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

I. NON-DISCRIMINATION

The Employer agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

II. ASSOCIATION RECOGNITION

1. The Employer recognizes PBA Local 206 (Oradell Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Police Department except those employees specifically excluded herein.
2. The term "police officer" or "employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, and to include all other ranks and grades of police personnel covered by this Agreement.

III. ASSOCIATION REPRESENTATIVE

1. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.
2. The Association shall furnish the Employer in writing with the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

- (a) the investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - (b) the transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.
3. Designated Association representatives shall be granted time off with pay during working hours to attend all mutually scheduled meetings and conferences on collective negotiations with municipal officials. The grievant shall be given released time with pay to attend arbitration hearings scheduled during his duty time. Officers given released time shall be available to return to active duty upon notice from a superior.

IV. EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 206 [Oradell Unit]) with regard to the categories of personnel covered by this contract during the term of this Agreement.
2. The Employer will not enter into any contract or memorandum of agreement with any person or agency other than the authorized bargaining representative concerning matters covered by this contract.

V. DEPARTMENTAL INVESTIGATIONS

The following rules are hereby adopted:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) In the event of an investigatory interview, the employee, upon his request, shall be permitted to have a representative of his choice present.
- (g) In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

Outside of Departmental investigations, this Article shall not interfere with the routine questioning of any employee regarding the day-to-day operation of the Department.

VI. HOURS AND OVERTIME

1. The normal patrol tour shall be twelve hours (12) hours, which shall include within the twelve (12) hour span appropriate meal and rest periods. Personnel assigned on a full time basis to duties other than patrol may be assigned to eight (8) hour tours, in the discretion of the Chief of Police.
2. Work in excess of the employee's basic work week or tour for a day is overtime.
3. Overtime shall be paid as paid overtime compensation (time and one-half the employee's base hourly rate).
4.
 - a. The yearly schedule shall be posted as per past practice.
 - b. The patrol work schedule shall consist of sets of twelve (12) hour tours worked on a Pittman pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off with every other weekend off. Employees shall switch between day tours and night tours at the conclusion of each fourteen (14) day cycle.
 - c. The non-patrol work schedule shall consist of sets of eight (8) hour tours worked on a pattern of five (5) days on and two (2) days off.
 - d. Employees shall be required to work 2,080 hours annually (not considering vacations, holidays, personal days and other time off). Since the twelve (12) hour patrol schedule would schedule police officers for between 2,184 and 2,196 hours annually, employees assigned to the patrol schedule shall receive an additional 110 hours of "Kelly Hours" to be used by the employee on tours of duty when it will not create overtime. Employees on the eight (8) hour schedule shall not receive "Kelly Hours" to balance their schedules.
5. The parties recognize the manpower needs of the Department and the temporary alterations resulting therefrom pursuant to past practice. However, the Department will not change an employee's schedule to fill a slot except for an unanticipated emergency such as an extended sickness or injury of a member. If an employee's schedule is changed, except for voluntary changes or exchanges among employees, the employee shall be entitled to four hours pay at his normal rate of pay, which shall be vouchered, in addition to all other pay and benefits to which he is otherwise entitled for each tour change, with the following exceptions:
 - a. All new hires joining the Department after January 1, 1988 and on or before December 31, 1994, shall be subject to changes in their regular schedule for a period of forty-two (42) months from date of hire, and all new hires joining the Department on or after January 1, 1995, shall be subject to changes in their regular schedule for a period of forty-eight (48) months from date of hire, or, if such new hire attends the Police Academy while employed by the Department, for forty-two (42) months from graduation from the Police Academy, whichever is later, subject in each case to the following conditions:
 - (i) Such new hires will be included in the annual schedule.
 - (ii) Such new hires shall work the normal patrol schedule, and their regular days off

(RDOs) shall not be changed.

(iii) The shift worked on the fifth regularly scheduled day (RSD) of one week or on the first RSD of the following week of such new hire can be changed, but not both, except for full weeks.

- b. Such new hire shall be entitled to at least twenty-four (24) hours notice prior to the schedule change or shall be entitled to three hours pay at his normal rate of pay, which shall be vouchered, for any tour for which he did not receive such minimum notice.
- c. Each year during the summer vacation period, as defined in Article XXXI, Vacations, paragraph 2, any officer who has been assigned to the Traffic Department, if any officer shall be so assigned, shall be subject to changes in his regular schedule on the same terms and conditions as apply to new hires as set forth in (a) and (b) above.

6. Where used in this Agreement, the term "working day" shall mean a twelve (12) hour day, regardless of whether the employee works the twelve (12) hour or eight (8) hour schedule. Employees on the eight (8) hour schedule shall be permitted to credit these additional hours as compensatory time.

VII. HOURLY RATE

The base hourly rate shall be computed by adding the employee's base annual salary, annual longevity payment and annual education benefits and dividing by 2,080 hours.

VIII. COURT TIME

1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a result of any action in connection with his official police duties.

2. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

3. When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or Administrative Body.

4. The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay.

IX. TRAINING PAY

1. The Employer agrees to compensate all employees covered by this Agreement at time and one-half rate for attending required training courses on off-duty time.
2. The Employer may reschedule the employee's regular work shift for the purpose of such training; however, in any event, overtime shall be paid where the officer is assigned duty in excess of forty (40) hours per week.

X. STAND-BY TIME

1. Stand-by time shall be considered as time worked if the Employer requires the employee to remain in a fixed location and it shall be compensated at one and one-half times the employee's rate of pay.
2. The compensation provided in Section 1 shall not apply to any on-call time not required by the Oradell Police Department, except as the Fair Labor Standards Act may declare such on-call time compensable.

XI. RECALL

Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

XII. PRIORITY FOR OVERTIME

1. Planned, scheduled or foreseen overtime which shall include vacancies caused by illness or vacation, will be offered to regular full-time employees of the Department in the following manner: The Department shall maintain a list of employees who have volunteered for overtime. The list shall begin with the senior Sergeant and continue in order of seniority to the Patrolman with the least seniority. Overtime shall be assigned from the list on a rotating basis regardless of rank provided that the experience level on the tour is satisfactory to the Chief or his designee. Employees may volunteer and be added to the list in January and July of each year.
2. In the event volunteers are unavailable, then the Department may assign employees in inverse order of seniority (whether on the volunteer list or not), or any other coverage may be provided as deemed necessary by the Department.
3. An employee may not work a double tour of duty if the employee is working on the twelve (12) hour schedule.

4. The volunteer lists shall be supplied to the PBA in January and July and the rotating seniority lists shall be open to inspection.

5. Procedure for Implementation of "Priority for Overtime":

(a) Set up overtime list as specified in Article XII, Section 1, and have men sign.

(b) As soon as a determination is made by the Chief, or his assignee, as to tours that will be covered by an employee working overtime, the following procedure will be followed:

(1) A list containing the date of tours to be covered as a result of known vacancies (e.g., resulting from vacations, extended sick leave, lengthy in-service training schools, or any other situations of a similar nature) will be submitted to the negotiation committee of the patrolmen and sergeants. They will designate a sergeant or patrolman of their choice who shall, working under the supervision of the officer assigned by the Chief, assign the overtime following the procedure described in this Agreement, Article XII, Section 1. When assigning of overtime has been completed, the list will be returned to the officer in charge of scheduling, who will then have the complete schedule posted. Said schedule shall remain posted throughout the year.

(c) When last minute unexpected, or emergency tour vacancies occur (e.g., single sick day, emergency leave) the officer receiving the report/request will notify the officer in charge of scheduling, if he is on duty, or in his absence, another superior or the Chief of Police, if they are on duty. If no superior officers are available, or if they are on their days off, the officer in charge of the tour will make a determination if the officer who is not going to report for duty can be replaced without overtime replacement or if it is necessary to replace him with an officer working overtime. If the latter is determined, then the officer in charge of the tour will proceed in selecting an overtime replacement as prescribed in "Priority for Overtime" - Article XII.

The Committee will report to, and consult with, the Chief or officer in charge of scheduling, as requested, concerning this procedure.

XIII. UNIFORMS

1. Each new employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

2. If the Employer decides to change the uniform or any part thereof, it shall provide to each employee, free of charge, any such changed items.

3. (a) Thereafter, during the term of this Agreement, the Employer will allow each employee to voucher up to \$500 per year toward the purchase of uniforms or personal equipment which are required by him in his capacity as a Police Officer. Such vouchers must be submitted to the Department, along with the article of clothing or equipment for which payment is to be made. All such articles of clothing or personal equipment must conform to the Department specifications. Uniforms or personal equipment which have been damaged or lost as a result

of an employee's negligence will not be subject to this voucher procedure.

(b) In addition, the Employer will allow each employee to voucher \$400.00 per year, toward the payment of the cost of maintaining uniforms or personal equipment required by him in his capacity as a Police Officer. Such vouchers must be submitted to the Department for payment in two equal installments, one-half if vouchered by February 1st to be payable by March 1st, and one-half if vouchered by July 1st to be payable by August 1st. No additional documentation in the form of cleaning bills or receipts will be required with such vouchers.

4. If an item or items of the uniforms are damaged or destroyed as a result of a single incident in the tour of duty, such item or items shall be repaired or replaced by the Employer. Such repair or replacement shall be in addition to the uniform allowance described above.

5. Each Detective shall receive \$550 per year as clothing allowance as per past practice, to be paid upon presentation of a voucher to the Chief.

XIV. SICK LEAVE

1. All employees covered by this Agreement shall be granted unlimited sick leave pursuant to past practice as limited by statute. These days shall be compensated at full pay subject to the provisions of Article XV.

2. Sick leave is defined to mean illness, injury, or quarantine resulting in the inability of the employee to perform his duties.

3. An employee shall notify the Department at least one (1) hour prior to the commencement of his tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall not be paid for such absence.

4. Where an employee is out on sick leave for three (3) or more consecutive days or where there has been a pattern of absences of less than three (3) days duration, the Department may in its discretion, require the employee on sick leave to submit acceptable medical evidence substantiating the absence.

XV. WORK INCURRED INJURY

1. Where an officer covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such officer at full pay, during the continuance of such officer'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 Workmen's Compensation Act shall be paid over to the Borough.

2. The officer shall be required to present evidence by a certificate of a Borough designated physician at the Borough's expense that he is unable to work, and the Mayor and Council may reasonably require the said officer to present such certificates from time-to-time.

3. In the event the officer contends that he is entitled to a period of disability beyond the period

established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the officer to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation establishing such further period of disability and such findings by the final decision of the last reviewing court shall be binding upon the parties.

4. For the purposes of this Article, work incurred injury shall mean injury or illness incurred while the officer is acting in an official police capacity.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or is an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

6. An injury on duty requiring time off for treatment; recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

7. In the event an officer visits a doctor at the request of the Borough and a portion of the time required for such visit occurs during the period when the officer is scheduled for a normal tour of duty, the officer shall be excused and paid for the excused portion of the scheduled tour as if it were time worked.

XVI. LEAVES OF ABSENCE

1. Permanent full-time officers 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 be exceeded by sixty (60) days. The request for such leave shall be made to the Chief in writing at least thirty (30) days prior to the anticipated commencement of such leave.

2. At the expiration of such leave, the officer shall, insofar as possible, be returned to the rank from which he is on leave.

3. Seniority shall be retained but shall not accumulate during such leaves.

XVII. BULLETIN BOARD

1. The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of employees.

3. No matter may be posted without receiving permission of the officially designed Association representative.

4. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

XVIII. CEREMONIAL ACTIVITIES

1. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two uniformed police officers of the Department to participate in funeral services for the said deceased officer.
2. Subject to the availability of same, the employer will permit a Department police vehicle to be utilized by the members in the funeral service.
3. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

XIX. PERSONNEL FILES

1. A separate personnel history shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Chief of Police.
2. Any member of the Police Department may by appointment review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.
3. Whenever a written complaint concerning an officer 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. No material may be placed in an employee's personnel file unless the employee receives a copy of same and initials the original, provided that if the employee refuses to initial such material, the Chief of Police may place such material in the employee's file only after such refusal is noted and witnessed by a third party in the presence of the employee.
4. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

XX. MILITARY LEAVE

Military leave for officers serving or training with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

XXI. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement excluding discipline or discharge, and may be raised by an individual, the Association on behalf of an individual or group of individuals, or the Borough.

C. 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:

- (a) An aggrieved employee shall institute action under the provision here within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Police Committee Chairman, or his designee, for the purpose of resolving the matter informally. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance.
- (b) The Police Committee Chairman, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the Police Committee Chairman, the matter may be submitted to the Mayor and Council.
- (b) The Mayor and Council shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Three:

Arbitration

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the New Jersey Public Employment Relations Commission within fifteen (15) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.
- (c) The costs for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- (d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

XXII. SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

XXIII. SALARIES AND LONGEVITY

1. The base annual salaries of all employees covered by this Agreement shall be set forth in Schedule A.
2. Salaries shall be paid semi-monthly pursuant to the present payroll procedure.
3. Longevity payment will be calculated as set forth in Schedule B. Longevity payment will be made in accord with past practice.

XXIV. TRAVEL AND MEAL ALLOWANCE

1. When an officer is required to be out of the Borough on municipal business and no municipal

vehicle is provided for such travel, then the officer shall be reimbursed for mileage at the standard mileage rate currently in effect under the Internal Revenue Code and applicable regulations, plus tolls and parking charges, upon presentation of appropriate vouchers, as payment for his personal transportation.

2. When such out-of-town activity encompasses a regular meal period, the officer shall be paid for his meal expenses, but not to exceed seven dollars (\$7.00) for any one meal, upon presentation of appropriate vouchers.

XXV. NO STRIKE PLEDGE

1. 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.

2. The Association covenants and agrees that during the term of this Agreement neither the Association 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 an 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, walk-out or other job action against the Borough.

3. The Association 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 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.

4. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.

5. 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 Association or its members.

XXVI. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Borough agrees that it will not enter into any collective negotiations agreement with any organization with regard to the employees covered in Article II, Recognition, as long as it continues to represent such employees.

2. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with

those terms and conditions.

3. The Association may designate one (1) representative and one (1) alternate who shall be responsible for raising with the Borough any questions concerning the enforcement and applicability of this Agreement. The Association shall furnish to the Borough in writing the name of the representative and one (1) alternate and promptly notify the Borough of any changes.

4. The aforementioned representative or alternate shall be granted time off without loss of regular pay during working hours to settle grievances in accordance with the Grievance Procedure, provided there is no interference with the operation of the Department.

XXVII. MANAGEMENT RIGHTS

1. 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:

- (a) To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
- (b) To hire 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;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national or state laws.

XXVIII. DUES CHECKOFF

1. The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.

2. If, during the life of this Agreement, there should be any change in the rate of membership dues, the Association shall furnish to the Borough written notice sixty (60) days prior to the effective date of such change.

3. The Association will provide the necessary "checkoff authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands,

suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization forms submitted by the Association to the Borough.

XXIX. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of state or federal laws.

XXX. ORGANIZATION BUSINESS

1. An officer of the Pascack Valley Local 206 P.B.A. from Oradell, shall be permitted time off, if he is scheduled to be on duty, to attend monthly and special meetings of the P.B.A., without the loss of any salary or benefit, provided that he/she be ready and available to return to duty upon the need arising. It is understood that if no one volunteers to cover the period of time the officer will be absent, then it will be the responsibility of said elected P.B.A. officer to provide for his own replacement, or he cannot be excused from duty.

2. The Borough agrees to grant the necessary time off without loss of pay to the delegate and two (2) alternates of P.B.A. Local 206, of Oradell police officers, to attend one (1) State and County convention per year.

XXXI. VACATIONS

1. The vacation allowance shall be set forth in this Agreement in Schedule C.

2. The term "summer vacation period" shall be defined as the period from June 15th through September 15th of the calendar year.

3. Ordinarily, no more than one (1) employee per squad in the twelve (12) hour schedule may be on vacation at the same time. It is noted, however, that due to the nature of the work schedule, there may be occasions where overlaps occur. During such overlapping period, not to exceed three (3) days, two (2) employees from a squad in the twelve (12) hour schedule may be on vacation at the same time. Detectives and other personnel on the eight (8) hour schedule shall not impact the selection of vacations for personnel on the twelve (12) hour schedule.

4. Vacation shall be selected by seniority. On the twelve (12) hour schedule, vacations shall be selected by seniority within the squad. In order to retain seniority, all vacations must be selected at first choice. Dual vacation picks shall be resolved by seniority. Selections may begin on January 1st, provided, however, that commencing February 15th, each officer must choose his vacation within three of his working days or he automatically forfeits his seniority right to choose vacation. The vacation list will always be posted in a conspicuous place, showing those who have selected vacations and indicating the name of the next officer to choose, except as outlined in Section 5(b) of the Article.

Regarding unused vacation time not taken when the first list is compiled, the following procedure will be followed: Requests for this time must be submitted by the 15th of the month preceding the

month in which the officer wants to use his remaining vacation.

5.
 - (a) The maximum amount of vacation which may be taken during the "summer vacation period" for Employees on the twelve (12) hour schedule shall be five (5) consecutive work days of vacation. The maximum amount of vacation which may be taken during the "summer vacation period" for Employees on the eight (8) hour schedule shall be ten (10) consecutive work days (two (2) weeks) of vacation.
 - (b) Fifteen (15) vacation days (22 vacation days on the eight hour schedule) may be taken one day at a time, but such individual vacation days cannot be taken during the summer vacation period unless taken when such days will not cost the Borough any overtime. Up to five (5) vacation days in any year may be taken in six (6) hour segments, provided that they may only be so taken when it will not cost the Borough any overtime. No more than a total of four (4) vacation days (including comp days in lieu of holidays) shall be taken in November and no more than a total of four (4) vacation days (including comp days in lieu of holidays) shall be taken in December. All other vacation time shall be taken in weekly segments. Up to four days of unused vacation in any year may be "banked" as provided in Schedule A.
 - (c) The last two (2) weeks of December and the first day of January shall not ordinarily be utilized for vacation, except that the Chief of Police may grant exceptions to this rule in his discretion.
 - (d) Vacations may start on any day of the week.
6. Two holidays (comp days) may be taken in conjunction with any one given week of vacation, or three holidays (comp days) may be taken with any two consecutive weeks of vacation. These holidays shall not be considered as vacation days, and shall not be governed or restricted by the provisions of Paragraph 3 above.
7. In the event that an employee must make vacation arrangements, i.e., reservations or other special arrangements, prior to February 1st, he shall submit a request to the Chief of Police explaining his need to choose vacation in advance. The Chief will require that the employee obtain waivers of vacation selection from all members of the bargaining unit senior to the employee. The Chief also will require that the employee obtain statements from all members of the bargaining unit senior to the employee indicating whether they have vacation plans for the same period. Both the waivers and statements must be submitted to the Chief or his designee before a determination will be made on the employee's request.
8. If an employee desires an extraordinary vacation, i.e., more than two weeks of consecutive vacation in the summer period, he shall submit a request to the Chief of Police explaining the necessity for the request, upon which the procedure outlined in Paragraph 7 of this Article shall be followed.
9. Employees on vacation shall not be required to attend any parades, department or Borough activities. In the event they choose to do so, their vacation shall be extended as per past practice.
10. If an employee is on vacation, and becomes sufficiently ill so as to require hospitalization, he may have such period of illness and post hospital recuperation charged as sick leave, at his option, upon proof of hospitalization and a physician's certificate. In a situation of this type, the officer involved

would have to choose his vacation at times not conflicting with other men who have already chosen their vacations and in conformance with all provisions of this Article.

11. No employee who is on vacation shall be recalled to duty except in case of full mobilization of the department by the Chief of Police or, in his absence, the officer in charge of the Police Department, to meet a clear and present danger confronting the Employer.

12. In any section of this Article referring to the Chief of Police, it is understood that in his absence, the officer in charge of the Police Department may act in his place.

XXXII. HOLIDAYS

1. All members of the bargaining unit shall be entitled to receive twelve (12) working days per year as holidays.

2. An employee may put in a voucher for up to six (6) unused holidays per year, which shall be paid at straight time.

3. A maximum of four (4) of these holidays (comp days) may be divided in half and taken in six (6) hour segments.

4. Three (3) holidays (comp days) may be taken consecutively, and may be taken in conjunction with regularly scheduled days off, providing replacement personnel are available and, further, at least three days notice is given prior to the requested days off, so the officer in charge of scheduling will have enough time to make arrangements to cover the vacant tours.

5. In the event that two or more employees select the same date and shift as a holiday, the resulting conflict, if any, shall be resolved by seniority.

6. Holidays may be used to extend vacations pursuant to the stipulations in Article XXXI "Vacations," made part of this Agreement.

7. Except for Detectives, at least four holidays (comp days) must be taken before July 1st of each year. Any of the four holidays not taken by July 1st will automatically be considered "vouchered days" in accordance with Paragraph 2, and said vouchers must be submitted by December 1st of the calendar year. Also, as of November 1st, no employee shall have more than four holidays (comp days) remaining.

8. Requests for taking a holiday shall be submitted to the Chief of Police at least 24 hours in advance, and such requests shall not unreasonably be denied. Requests received in less than 24 hours shall be granted by the Chief of Police, or his assignee (officer in charge of scheduling, tour commander), provided adequate tour coverage can be provided at no overtime cost to the Borough, and this shall include the use of voluntary schedule changes or a four-man tour when no replacement would be necessary. Provided twenty-four (24) hours notice is supplied, employees shall be permitted to take seven (7) holidays as time off which days may not be denied by the Chief of Police due to these holidays causing overtime. The remaining six (6) holidays shall be scheduled when adequate tour coverage can

be provided at no overtime cost to the Borough and shall include the use of voluntary schedule changes or a four man tour when no replacement would be necessary.

9. Schedule changes among personnel shall be granted, provided that personnel involved in said changes are responsible for making their own arrangements (per past practice) and submitting them to the Chief of Police or his designee for approval.

10. It is understood and agreed by all parties to this Agreement, i.e., negotiating committee and Chief of Police and other management personnel, that all questions that arise as a result of the working or intent of articles covering priority for overtime, holidays, or vacation time, will be discussed by both parties prior to any grievance being filed.

Remove
11. Commencing January 1, 1987, each officer shall be entitled to one (1) additional day off annually with pay. Commencing January 1, 2011, this additional day off shall be a twelve (12) hour day. It is understood and agreed that the additional holiday can only be taken when it will not cost the Borough any overtime. But once approved, this day shall not unreasonably be cancelled.

This day shall be governed by all rules and regulations pertaining to regular holidays (comp days) e.g. Article XXXII "Holidays."

12. Each regularly scheduled employee working on New Years day, Easter, Thanksgiving Day or Christmas Day shall receive four (4) hours pay at his normal rate of pay, which shall be vouchered, in addition to all other pay and benefits to which he is otherwise entitled. This shall not apply to those employees working overtime on the aforementioned holidays. However, employees who are called in to work on any of said days shall receive, in addition to his regular overtime, four hours of straight time to be "banked" as provided in Schedule A.

XXXIII. POLICE DEPARTMENT SAFETY

1. There shall, at least every two (2) months, be a meeting between the parties to discuss matters of safety and equipment or concern to both parties.
2. Each party shall attempt to inform the other of subjects to be raised at such meetings in order to allow for preparation for productive discussions.
3. Following each meeting, each party shall issue a report indicating the subjects discussed. In addition, the Chief of Police, or his designee, shall issue a monthly progress report.
4. Meetings may take place at more frequent intervals if called by either party.
5. Both parties agree to see that all agreements reached at the safety meetings are handled as expeditiously as possible.
6. Both parties recognize that all equipment and vehicles used by the department are of the utmost importance to the health and safety of all persons. Both parties will make every reasonable effort to see

that all vehicles are maintained in good working order and that the work place shall be maintained in a safe condition.

7. Civilianization/Dispatching/Manpower Safety

The Borough and the PBA are concerned about the safety of members of the PBA bargaining unit and the possibility that civilianization of the dispatch desk will limit appropriate backup coverage to members of the Police Force. In connection with the PBA's agreement to permit the use of civilian dispatchers, the Borough and the PBA have agreed as follows:

- a. The PBA agrees that the Borough may hire one or more civilians to work as police dispatchers.
- b. The Borough agrees that a minimum of three (3) working Police Officers and/or Police Sergeants is necessary as a matter of safety to properly protect and provide backup on the afternoon, midnight tours, and on non-weekday day tours. The Borough further agrees that a minimum of three (3) working Police Officers and/or Police Sergeants is necessary as a matter of safety to properly protect and provide backup on all day tours, Monday through Friday.
- c. For the purpose of interpreting this section, any sworn law enforcement personnel employed by the Borough of Oradell, regardless of rank, assigned to work at the Oradell Borough Hall shall count toward the minimum three (3) working Police Officers and/or Police Sergeants provided that individuals assigned to Borough Hall are in the building, available to serve as a backup based upon the work functions the individual is performing and provided with a police radio or other form of contact with the police desk to permit them to respond as necessary.
- d. To recompense police officers for additional safety hazard, and additional workload, the Borough agrees to pay each Police Officer and/or Police Sergeant working on a tour with less than the necessary complement of Police Officers or Police Sergeants, as set forth in Paragraph 2, hazard pay calculated as follows:
 - i. ~~Fifty~~ dollars (\$75.00) for the first Police Officer or Police Sergeant missing from the minimum complement of the tour.
 - ii. One hundred ~~twenty-five~~ dollars (\$150.00) if more than one Police Officer and/or Police Sergeant is missing from the minimum complement of the tour.

XXXIV. SENIORITY

1. Seniority shall be defined as continuous, uninterrupted service with the Borough of Oradell.
2. Layoffs shall take place in inverse order of seniority. Recalls shall take place by seniority.
3. Seniority shall apply herein to Priority of Overtime and Vacations as defined herein.
4. The Borough shall provide a current seniority list to the P.B.A. on signing of this Agreement and on January 1st of each succeeding year thereafter.

XXXV. BEREAVEMENT LEAVE

1. Permanent full time officers shall be granted up to three (3) working days leave without loss of regular pay upon the death of a member of his immediate family.
2. Immediate family shall be defined as the officer's spouse, children, parents, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents of the employee or spouse.
3. Reasonable verification of the event may be required by the Borough.
4. Any extension of absence under this Article, however, may be at the officer's option, and the with consent of the Chief of Police, be charged against available holiday or vacation time or be taken without pay for a reasonable period.

XXXVI. EMERGENCY LEAVE

1. In the event of the birth of a child to the officer's wife or the death of a close relative living in the household of the officer, who has resided there for a period of at least one (1) year, then the officer shall be allowed up to three (3) working days leave of absence with pay.
2. A member of the Department may be granted emergency leave for any reason by the Public Safety Committee upon recommendation and report from the Chief of Police or officer in charge of the Department in the absence of the Chief.

XXXVII. NO WAIVER

1. Failure of the P.B.A. to strictly enforce or grieve its rights under this Agreement in any instance shall not be deemed to be a waiver of the P.B.A.'s right to grieve a similar instance in the future.
2. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

XXXVIII. EDUCATION INCENTIVE PROGRAM

The Education Incentive Program of 1979 contained a four (4) page agreement between the parties and attached hereto as Schedule E shall remain in effect for the term of this Agreement.

XXXIX. PRESENT BENEFITS

All insurance coverage provided by the Borough for members of the Police Department at the time this contract is signed shall remain in force at the expense of the Borough of Oradell. All other benefits applicable to the members of the Police Department shall be maintained during the term of this Agreement at the expense of the Borough of Oradell. (See Schedule D.)

Effective January 1, 2011 and for every year thereafter of this Agreement, all employees shall pay

one and one-half percent (1.5%) of the employee's pensionable base salary, as defined by the State of New Jersey, as contribution towards the cost of providing healthcare. This contribution will terminate on December 31, 2015 at the conclusion of this Agreement and shall be replaced by the then effective minimum amount required by law. The Borough shall provide a payroll deduction plan compliant with the Internal Revenue Code Section 125 so that all payments made pursuant to this paragraph or thereafter by law may be deducted from the employees' reported income for taxation.

XL. AGENCY SHOP

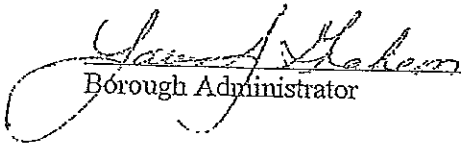
1. Any permanent employee in the bargaining unit who does not join the Union within thirty (30) days after achieving permanent employment status shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer 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, fees and assessments.
2. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees, incurred in defense of the Borough. This section shall only apply provided there is no intentional wrongdoing on the part of the Borough.

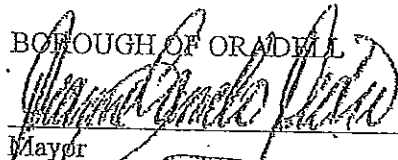
XLI. TERM AND RENEWAL

1. This Agreement shall have a term from January 1, 2011 through December 31, 2015. If the parties have not executed a successor agreement by December 31, 2015, then this Agreement shall continue in full force and effect until a successor agreement is executed.
2. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.


IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ___th day of June, 2010.

ATTEST:

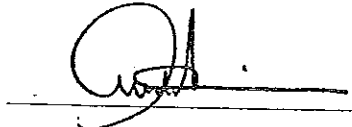

Borough Administrator

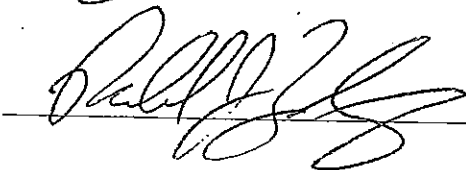
BOROUGH OF ORADELL

Mayor

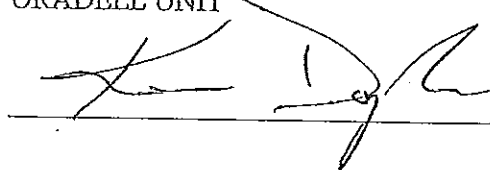

Chairman,
Public Safety Committee

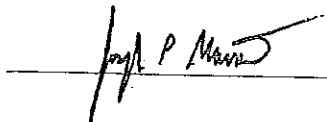

Chairman, Negotiating Committee
POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 206, INC.
ORADELL UNIT

ATTEST:









SCHEDULE A - SALARY

A. Effective:	<u>01/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>	<u>01/01/2015</u>
Det. Sergeants	\$117,464.00	\$120,401.00	\$123,411.00	\$126,805.00	\$130,609.00
Sergeants	\$112,476.00	\$115,288.00	\$118,170.00	\$121,420.00	\$125,062.00
Detectives	\$110,269.00	\$113,025.00	\$115,851.00	\$119,037.00	\$122,608.00
Patrolmen	\$105,279.00	\$107,911.00	\$110,609.00	\$113,651.00	\$117,060.00

B. 1. The salary schedule for Patrolmen hired on or before December 31, 2006 shall be as follows:

Effective:	<u>01/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>	<u>01/01/2015</u>
Academy rate (Until graduation)	\$ 35,951.00	\$ 36,850.00	\$ 37,771.00	\$ 38,810.00	\$ 39,974.00
Rest of 1st Year	\$ 44,332.00	\$ 45,441.00	\$ 46,577.00	\$ 47,857.00	\$ 49,293.00
2nd Year	\$ 53,203.00	\$ 54,533.00	\$ 55,896.00	\$ 57,433.00	\$ 59,156.00
3rd Year	\$ 63,527.00	\$ 65,115.00	\$ 66,743.00	\$ 68,579.00	\$ 70,636.00
4th Year	\$ 76,775.00	\$ 78,695.00	\$ 80,662.00	\$ 82,880.00	\$ 85,367.00
5th Year	\$ 89,151.00	\$ 91,379.00	\$ 93,664.00	\$ 96,240.00	\$ 99,127.00
6th Year	\$102,271.00	\$104,828.00	\$107,448.00	\$110,403.00	\$113,715.00
7th Year	\$105,279.00	\$107,911.00	\$110,609.00	\$113,651.00	\$117,060.00

2. The salary schedule for Patrolmen hired between January 1, 2007 and December 31, 2010 shall be as follows:

Effective:	<u>01/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>	<u>01/01/2015</u>
Academy rate (Until graduation)	\$ 35,951.00	\$ 36,850.00	\$ 37,771.00	\$ 38,810.00	\$ 39,974.00
Rest of 1st Year	\$ 39,547.00	\$ 40,536.00	\$ 41,549.00	\$ 42,692.00	\$ 43,972.00
2nd Year	\$ 44,220.00	\$ 45,325.00	\$ 46,459.00	\$ 47,736.00	\$ 49,168.00
3rd Year	\$ 53,064.00	\$ 54,390.00	\$ 55,750.00	\$ 57,283.00	\$ 59,001.00
4th Year	\$ 63,146.00	\$ 64,725.00	\$ 66,343.00	\$ 68,167.00	\$ 70,212.00
5th Year	\$ 76,407.00	\$ 78,318.00	\$ 80,276.00	\$ 82,483.00	\$ 84,958.00
6th Year	\$ 88,632.00	\$ 90,847.00	\$ 93,118.00	\$ 95,679.00	\$ 98,550.00
7th Year	\$102,213.00	\$104,768.00	\$107,388.00	\$110,341.00	\$113,651.00
8th Year	\$105,279.00	\$107,911.00	\$110,609.00	\$113,651.00	\$117,060.00

3. The salary schedule for Patrolmen hired on or after January 1, 2011 shall be as follows:

Effective:	<u>01/01/2011</u>	<u>01/01/2012</u>	<u>01/01/2013</u>	<u>01/01/2014</u>	<u>01/01/2015</u>
Academy rate (Until graduation)	\$ 34,904.00	\$ 34,904.00	\$ 34,904.00	\$ 34,904.00	\$ 34,904.00
Rest of 1st Year	\$ 38,395.00	\$ 38,395.00	\$ 38,395.00	\$ 38,395.00	\$ 38,395.00
2nd Year	\$ 42,932.00	\$ 42,932.00	\$ 42,932.00	\$ 42,932.00	\$ 42,932.00
3rd Year	\$ 51,518.00	\$ 51,518.00	\$ 51,518.00	\$ 51,518.00	\$ 51,518.00
4th Year	\$ 61,307.00	\$ 61,307.00	\$ 61,307.00	\$ 61,307.00	\$ 61,307.00
5th Year	\$ 74,182.00	\$ 74,182.00	\$ 74,182.00	\$ 74,182.00	\$ 74,182.00
6th Year	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00	\$ 86,050.00

7th Year	\$ 99,236.00	\$ 99,236.00	\$ 99,236.00	\$ 99,236.00	\$ 99,236.00
8th Year	\$102,213.00	\$102,213.00	\$102,213.00	\$102,213.00	\$102,213.00
9th Year	\$105,279.00	\$107,911.00	\$110,609.00	\$113,651.00	\$117,061.00

C. A Designated Tour Commander, designated as such by the Chief of Police, or in the absence of a Designated Tour Commander, another senior Patrolman serving as Tour Commander, when there is no Sergeant on duty, shall receive an amount for each hour so worked equal to the difference in base pay per hour for Sergeants and Patrolmen, which shall be vouchered.

D. (i) Employees shall be permitted to "bank" time back and certain holiday and vacation pay as specified in this Agreement up to a total of 480 hours. Said banked time can be taken only when it will not cost the Borough any overtime, except immediately prior to retirement.

(ii) Retiring employees may take their accumulated vacation, holidays and banked time as terminal leave in time off immediately prior to their retirement, or, at their option, as one lump sum payment. When an employee submits his retirement date, the employee may not be denied such accumulated time.

E. Senior Employees.

1. In recognition of his extensive knowledge and experience with the Employer's Police Department, each Senior Employee, as hereinafter defined, shall, upon his request as set forth herein, be assigned as a Training Officer, for which he shall receive additional compensation as provided in this section F, in addition to all other pay and benefits to which he is otherwise entitled.
2. For purposes of this section a "Senior Employee" shall, during 1996, 1997 and 1998, mean an employee who has completed twenty four (24) years or more of service under the Police pension system. Beginning in 1999, and in each calendar year thereafter, a "Senior Employee" shall mean an employee who first completes twenty four (24) years of service under the Police pension system during such calendar year.
3. A Senior Employee who, before or after having become such Senior Employee, has provided the Chief of Police with at least two (2) month's prior written notice of his request to become a Training Officer, specifying the proposed effective date of such assignment, shall during the period he serves as a Training Officer, as determined by said notice, receive the following benefits:
 - (a) His clothing allowance shall be folded into his base annual salary, and
 - (b) His base annual salary shall be increased by eight percent (8%) over his rate or rates of base annual salary otherwise in effect during such period.
4. Because the Employer must be able to make employee commitments and assignments based on such notice, the Employee shall not have the option of withdrawing the notice provided in paragraph 3 of this section once his service as a Training Officer has commenced, except as provided in paragraph 6 below.
5. An employee's designation as a Training Officer shall not affect his rights pursuant to section E of Schedule A to take accumulated vacation, holidays, and banked time either during his first year of service as a Training Officer or at any time thereafter without affecting his status as a Training Officer and the benefits to which he is entitled as a Training Officer.
6. After one year of service as a Training Officer, his schedule shall be subject to change as if he were a new hire under paragraph 4 of Article VI, HOURS AND OVERTIME, except that the provisions of paragraphs 4 (a) (iii) and 4 (b) shall not apply to him. If, however, said Training Officer decides that such schedule changes would be a hardship, at any time he may instead

- notify the Chief of Police of his election to repay to the Employer the full amount received by him under paragraph 3 (b) of this section. Said repayment shall relieve the Training Officer of the obligation to accept such schedule changes as provided in this paragraph. The repayment of benefits received under paragraph 3 (b) may be made either in a lump sum or by payroll deductions in equal amounts each payroll period over the succeeding year. Repayment will not be required if the Training Officer dies or retires as an employee of the Police Department.
7. For purposes of this section only, a Training Officer shall carry on his normal duties but shall be expected while on duty to train junior officers in the particular skills which he has acquired as a police officer as shall be requested by the Chief of Police or his designee.

SCHEDULE B - LONGEVITY

Longevity payments shall be as follows:

After 3 years of service*	1%**
After 6 years of service	2%
After 9 years of service	3%
After 12 years of service	4%
After 15 years of service	5%
After 18 years of service	6%
After 21 years of service	7%
After 24 years of service	8%

* Years of service are calculated as of December 1 of each year. Only those officers who have completed the requisite number of years of service as of that date are eligible for the longevity payment stated.

** Calculated on base pay.

SCHEDULE C - VACATIONS

The vacation allowance shall be as follows for the terms of this Agreement:

- A. First Year - One working day per month after six (6) months.
- B. Second through Fifth Year of continuous service - Ten (10) working days.
- C. Sixth through Eleventh Year of continuous service - Fifteen (15) working days.
- D. Twelfth through Twentieth Year of continuous service - Twenty (20) working days.
- E. Twenty-First Year of continuous service and thereafter - Twenty-Five (25) working days.

SCHEDULE D - INSURANCE SUMMARY

INSURANCE SUMMARY

1. **Liability Coverage** - includes Employees \$5,300,000.00 Limit of Liability

Includes:

- A. False Arrest
- B. Detention or Imprisonment
- C. Libel and Slander
- D. Wrongful Entry and Eviction

Excludes:

- A. Assault and Battery
- B. Intentional Acts

2. **Accidental Coverage - Injured on Job**

A. Workmen's Compensation pays

- 1. All medical bills
- 2. Lump sum benefit for loss of limbs, etc.
- 3. Widow benefits - Weekly benefit for duration of widowhood.
- 4. Funeral Allowance
- 5. Partial and Total Disability Benefits as provided by New Jersey Law.

3. **Police Professional Coverage**

\$100,000 Each Person
\$300,000 Each Incident
\$500,000 Aggregate

Covers Individual Police Officer for Assault and Battery and Intentional acts.

4. **New Jersey State Health Benefits Program - Series 14/20**

Blue Cross Major Medical
Blue Shield Rider J

including the qualifying family of the employee.

5. **Prescription Plan** - Full family plan with \$5.00 deductible effective January 1, 1993.

6. **Dental Plan** - Family dental insurance plan through the Delta Dental Plan of New Jersey, Inc. insurance company, which is referred to as the program IIIA (with orthodontic benefits) plan by said company, or an equivalent plan, such insurance terminating with retirement, provided, however, that the employer will arrange to continue the dental plan after retirement, at the expense of the employee, for any employee who so elects..
7. **Retirement Benefit** -
- A. Each employee covered by this Agreement who shall retire after 25 years of service pursuant to the Police and Firemen's Retirement System shall be provided with the following retirement benefits paid by the Borough of Oradell:
- (i) Blue Cross, Blue Shield, Major Medical, Rider J, Series 14/20 (New Jersey State Health Benefits Program) covering the employee and the qualifying family of the employee;
- (ii) For such employees retiring on or after January 1, 1993, Prescription Plan with \$5.00 deductible covering the employee and the qualifying family of the employee.
- B. In addition to the benefits described in A of this paragraph 7, if pending legislation becomes law relieving the Borough of Oradell from at least 50% of the cost of providing the benefits described in A (i) above, for its retiring employees in the Police and Firemen's Retirement System and their families, then the Borough of Oradell at its cost shall provide to the retiring employee dental insurance under the Delta Plan described in paragraph 6 hereof, including the qualifying family of the employee.
- C. In the event the employer changes the insurance carrier from the New Jersey State Health Benefits Program to another carrier and said new carrier does not allow retired police officers and their qualifying family to be included under their plan, the employer shall then be obligated to provide each retired member a cash amount annually equal to the sum paid by the employer for a current active member of the Department for such coverage.
8. **Chapter 88 Benefits.** Notwithstanding any other provisions hereof, the employer shall supply those benefits which it is permitted to provide under Chapter 88, Public Laws of 1974, as amended by Chapter 436, Public Laws of 1981, which the employer has undertaken to provide by Resolution of the Mayor and Council adopted March 19, 1985.
9. **Death in Line of Duty** - The health benefits, consisting of Blue Cross/Blue Shield, Dental and Prescription, shall be continued at the cost of the employer for the life of the widow and for children, until age 18, of an employee who dies as a direct and proximate result of injury or illness incurred in the line of duty as an Oradell Police Officer.
10. **Benefits Carrier.** The Employer shall not change the Health Benefit carriers during the term of this agreement unless and until the following conditions are met:
- A. The Employer shall provide the current plan document for the New Jersey State Health

Benefits Plan as well as a proposed plan document and the network of participating providers for the proposed carrier at least 45 days prior to any change in Health Benefits carrier..

- B. The proposed carrier shall provide a written guarantee to the Borough and the PBA that the proposed carrier will provide benefits equal to or better than those provided by the New Jersey State Health Benefits Plan pursuant to paragraph 4 of this Schedule D prior to any change in carrier.
 - C. The Employer shall provide to the PBA a written guarantee satisfactory in form and content to the PBA that any shortfall in coverage or increase in out-of-pocket expense as the result of the change in Health Benefit carrier shall be borne exclusively by the Employer, by cash reimbursement or otherwise making employees whole. This guarantee shall include the appointment of a permanent arbitrator from the New Jersey Public Employment Relations Panel to resolve any disputes between the parties concerning individual employee claims of change in benefits.
 - D. The Employer shall meet with representatives of the PBA, including any professional consultants retained by the PBA, to:
 - 1. Evaluate the proposed plan document submitted by the carrier including any shortfalls in coverage identified by the PBA; and
 - 2. Explore alternative options for cost savings or modifications to the existing coverage to maintain present benefit carrier.
11. **Opt-Outs.** 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 25% of the Borough's cost of such coverage.

SCHEDULE E - EDUCATION INCENTIVE PROGRAM

The purpose of this education incentive program is to encourage all members of the Oradell Police Department to continue their education within the Criminal Justice field for the betterment of the Oradell Police Department and the community it serves. This objective has been recommended by the National Advisory Commission on Criminal Justice, Standards and Goals, the Presidents Commission on Law Enforcement and Administration of Justice, the United States Department of Justice, the Law Enforcement Assistance Administration, the New Jersey Department of Higher Education, and others. This program establishes various sums of money to be paid to a member of the Oradell Police Department, in addition to the normal salary to which he is entitled, on a credit range basis. By its per credit regression within each range, it is intended to encourage members to continue their higher educational endeavors to the fullest resulting in a minimum of an Associate Degree in Public Safety Administration, Criminology, Public Administration, Police Science, or other areas recognized as pertaining to the field of Criminal Justice.

The following outlines by steps, in college credit ranges, sums of money to be added to the base pay of members of the Police Department who are engaged in the pursuit of a college education at a recognized and accredited college, toward a degree in the major fields listed above, and those who attain an Associate or Bachelor Degree in the said fields.

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

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

1. Continued eligibility is contingent on the members attaining a minimum of an Associate Degree or equivalent.
2. The college program undertaken by a member must be approved by the Chief of Police.
3. The funds outlined are to be paid as part of the police officer's salary with all appropriate deductions taken.
4. A member is entitled to said payment during the time he is enrolled in college and actively pursuing a degree (see rate schedule).
5. Upon reaching degree status, the appropriate sum shall be added to the member's salary for his degree and remain a part of his salary, year to year, for the remainder of his employment with the Oradell Police Department.
6. A member shall lose his eligibility if he fails to attend college for two consecutive semesters. However, if at any time such officer shall again enroll and attend college he shall be paid on the basis of the credits he has previously earned and shall resume accumulation of credits as if he had not stopped.

7. 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.
8. 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.
9. A member is required to submit to the Chief of Police proof of satisfactory completion of the courses he has taken each semester in order to obtain credit for them toward the next higher credit range.
10. Any member who shall acquire an Associate Degree and stops attending college at that point shall be paid at the appropriate rate for his degree. However, if such officer should resume attendance and work toward a Bachelor Degree, his further credit accumulation shall be added to the total number of credits he previously earned.

Example: If a member earned 77 credits and received an Associate Degree and stopped attending college he shall from that time on receive the amount stipulated for an Associate Degree. However, if at some future time this member resumes enrollment, and seeks a Bachelor Degree, he shall be entitled to payment based on the total number of credits he previously earned, provided all of those credits are accepted by the college he is attending and credited toward the Bachelor Degree. He would thus begin receiving payment commencing at the range in which 77 credits falls. In such cases, the member shall submit to the Chief of Police such proof of credit acceptance as the college provides (transcripts).

11. 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 Chief of Police.

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 has 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 sworn members of the Oradell Police Department.
4. **Course** - Any class offered, required, and accepted by an accredited college toward a degree in Public Safety Administration, Criminology, Public Administration, Police Science, or other areas recognized as pertaining to the field of Criminal Justice.

5. **Program - Education Incentive Program.**
6. **Proof of completion - Any official notice, emanating from an accredited college as to grade attained, official transcript of college record, or degree certificate.**
7. **Credit Range - See rate schedule.**

EDUCATION INCENTIVE PROGRAM

Rate of Payment

Credits Earned	Amount Added to Salary	Rate Per Credit (High and Low)
0 - 12	\$ 0.00	(0)
12 - 24	\$100.00	
25 - 48	\$300.00	(8.33 - 4.17)
49 - 64	\$400.00	(12.00 - 6.25)
Associate Degree (if attendance stops)	\$500.00	(8.16 - 6.25)
65 - 88	\$750.00	(7.81)
89 -120	\$900.00	(11.54 - 8.52)
Bachelor Degree	\$1,200.00	(10.11 - 7.50)
		(10.00)

In the event a new member is hired who has earned an Associate Degree or Bachelor Degree prior to becoming a member of the department, he shall be paid for the degree in the following manner; after completing his probationary period, a new member of the department shall, if he has an Associate Degree, be paid at a rate of 25% per year.

1st Year	-	\$125.00
2nd Year	-	\$250.00
3rd Year	-	\$375.00
4th Year	-	\$500.00

If a new member has a Bachelor Degree he shall be paid, after completing his probationary period, at the rate of 25% per year.

1st Year	-	\$300.00
2nd Year	-	\$600.00
3rd Year	-	\$900.00
4th Year	-	\$1,200.00

After reaching his fourth year the appropriate sum shall be included in his salary for the entire term of his employment with the Oradell Police Department.

COLLECTIVE BARGAINING AGREEMENT

By and Between

BOROUGH OF ORADELL



and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

January 1, 2007 - December 31, 2011

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PREAMBLE

This Agreement covering the period from January 1, 2007 through December 31, 2011 is made as of this 13th day of November 2008, 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.

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**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. Commencing January 1, 2009, clerical and secretarial employees shall be entitled to overtime pay at the rate of one and one-half (1½) times their hourly rate after thirty-five (35) hours in any week.

Commencing January 1, 2009, clerical and secretarial employees will work a summer work schedule between July 1st and Labor Day of each year, pursuant to which their work hours will be 8:00 a.m. until 4:00 p.m., instead of 8:30 a.m. until 4:30 p.m.

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. Lunch shall not be included in calculating the normal work week. Department of Public Works employees and Buildings & Grounds employees shall be entitled to two (2) 15-minute coffee breaks during their work day, one to be taken in the forenoon, and one to be taken in the afternoon. 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 two hundred forty (240) hours. However, any compensatory time in excess of eighty (80) hours must be used by an employee within two (2) years of accrual. 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 unit 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, 2007, each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2006.
- B. Effective January 1, 2008, each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2007.
- C. The salaries for all Clerical/Secretarial and DPW/Buildings & Grounds employees covered by this Agreement shall be as set forth in Appendix "A" hereto.
1. Effective January 1, 2007, a new twelve (12) step "step guide" (the "Guide") shall be implemented.
 2. For all employees hired after January 1, 2008, step increases shall incur on the anniversary of such employee's hire date. For all employees hired prior to January 1, 2008, step increases shall occur as of January 1 of each year.
- D. Effective January 1, 2009, each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2008.
1. Those employees who are "at the top of" or "Off the Guide" as if January 1, 2009, shall receive a base pay adjustment in the amount of five hundred dollars (\$500.00) which shall be included in the base pay of the employee.
- E. Effective January 1, 2010, each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2009.
1. Those employees who are "at the top of" or "Off the Guide" as if January 1, 2010, shall receive a base pay adjustment in the amount of five hundred dollars (\$500.00) which shall be included in the base pay of the employee.

- F. Effective January 1, 2011, each employee shall receive a salary increment of four percent (4%) above the base salary that such employee was receiving as of December 31, 2010.
1. Those employees who are "at the top of" or "Off the Guide" as of January 1, 2011, shall receive a base pay adjustment in the amount of five hundred dollars (\$500.00) which shall be included in the base pay of the employee.

**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 (½) 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. Effective January 1, 2007, employees on standby status shall receive additional pay therefore, in the amount of \$175.00 per week.
- D. Effective January 1, 2009, employees on standby status shall receive additional pay therefore, in the amount of \$200.00 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 therefore 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.
- E. Employees shall receive an additional day off in 2008 (December 26, 2008), and an additional day off in 2009 (January 2, 2009), based upon the way that the Christmas and New Year holidays "fall" in such years. Such additional days off are limited to the indicated dates in 2008 and 2009, and shall not represent an increase in the number of holidays or days off provided under this Agreement.

**ARTICLE XII
SICK LEAVE**

- A. Employees shall receive sick leave benefits pursuant to the following schedule:

<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
After six completed years -	1 year *

* Such period shall be inclusive of any and all holidays, vacation days, or other "days off" to which the employee may be entitled during the course of such year.

- B. At its option, the Borough may procure short and/or long term disability insurance coverage. In such event, any and all disability checks received by a representative employee, shall be endorsed over to the Borough.
- 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 provide health insurance benefits through the New Jersey State Health Insurance Program, including dental benefits for all full time employees and their eligible dependents. The prescription drug co-payment shall be five dollars (\$5.00). However, the Borough shall have the right to change, at any time, the insurance provider, provided that such benefits are "equal to or better than" those benefits presently being provided.
- B. Based upon twenty-four (24) pay period per year, each active employee shall make the following contributions toward his/her health care premium costs:
1. \$10.00 per pay period commencing January 1, 2009.
 2. \$15.00 per pay period commencing January 1, 2010.
 3. \$20.00 per pay period commencing January 1, 2011.
- 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.
- E. On or before November 21, 2008, UPSEU shall advise the Borough whether represented employees wish to enroll in the Delta Dental PPO program. In such event, dental coverage shall be increased effective January 1, 2009, from one thousand dollars (\$1,000.00) to two thousand dollars (\$2,000.00). In the event that UPSEU advises that represented employees do not wish to enroll in the PPO program, dental coverage shall remain at its current level of one thousand dollars (\$1,000.00) during the term of this Agreement.

**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 Clerk, 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. Employees shall be subject to a six (6) month probationary period before achieving permanent status. 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. Effective January 1, 2009, the annual maximum shoe allowance shall increase from one hundred seventy-five dollars (\$175.00) to two hundred dollars (200.00).
- E. Minutes at Meetings:
Effective upon ratification of the 2003-2006 Agreement the compensation shall be 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)
<u>Bachelor Degree</u>	\$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**

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. This agreement shall be effective January 1, 2007 and shall continue through December 31, 2011.

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

11/25/08
BY: *Wolfgang Albrecht*

Wolfgang Albrecht
Administrator

BY: *Ronald Amelob*

BY: *Arnold*

UNITED PUBLIC SERVICE EMPLOYEES
UNION (UPSEU)

BY: *Kevin E. Boyle, Jr.*

Kevin E. Boyle, Jr.
President

BY: *Matthew Slodyczka*

Matthew Slodyczka
Blue Collar Shop Steward

BY: *Annette Hartman*

Annette Hartman
White Collar Shop Steward

BY: *Austino Mico*

Committee Member

BY: *Rosemarie Florio*

Committee Member

ATTEST: *James Graham*
ATTEST: _____

ATTEST: _____

BOROUGH OF ORADELL & UPSEU
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
January 1, 2007 – December 31, 2011

The UPSEU & Borough have agreed to the following addendum to the parties' collective bargaining agreement as of this 21st day of May, 2010:


1. All Bargaining Unit Members shall accept ten (10) furlough days (days off from work without pay). Furlough days may be used by Unit Members on any days from June 1, 2010 through September 30, 2010 under the following conditions:
 - a. No more than six DPW (blue collar) Unit Members may be absent on any one day. DPW Unit Members shall select their furlough days by seniority by June 1, 2010. The Borough will reasonably permit DPW Unit Members to change their selected days after June 1, 2010 so long as no more than six DPW Unit Members are absent on any one day.
 - b. UPSEU members who work in Borough Hall (white collar) Unit Members must arrange their furlough days with their supervisors in order to ensure coverage of their respective departments. If these Unit Members cannot mutually agree upon the scheduling of their furlough days with their supervisors, the Borough and the Union will negotiate this scheduling issue further.
2. In return for the ten (10) furlough days, Unit Members will receive five (5) "bank days." The five (5) bank days will be paid out to each Unit Member upon separation from service from the Borough at the rate of pay in effect at the time of separation.
3. So as to minimize the effects of the ten (10) furlough days, the Borough will deduct one day's pay from each unit member's pay for ten (10) consecutive pay periods commencing in the pay period of June 15, 2010. Unit Members understand that the furlough days assigned by the Borough may not coincide with the pay periods in which pay is deducted.
4. Effective May 1, 2010, Unit Members' salaries shall return to salary levels in effect as of December 31, 2009. The December 31, 2009 salary levels shall remain in effect until December 31, 2010. Effective January 1, 2011, Unit Members' salaries will be put back on their appropriate step under the collective bargaining agreement dated January 1, 2007-December 31, 2011.

- 5. After the 2010 overtime budget has been depleted, no additional overtime worked during the remainder of 2010 shall be paid in cash. All overtime worked during the remainder of 2010 shall be accumulated in compensatory time without limit, notwithstanding any limitation set forth in the unit Collective Bargaining Agreement. Compensatory time will be granted as paid time off from work as determined by the employee and as approved by the employees' supervisor. All compensatory time accrued during 2010 must be used prior to December 31, 2011.
- 6. The Borough agrees not to lay off any Unit Members during 2010.
- 7. All contract language affected by this addendum will revert back to pre addendum form as of the close of business on December 31, 2010.

THE BOROUGH OF ORADELL


**UNITED SERVICE EMPLOYEES
UNION (UPSEU)**

Wolfgang Albrecht, Administrator

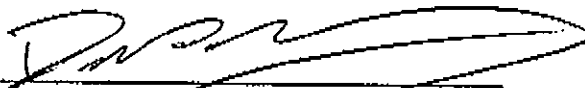


Kevin E. Boyle, Jr., President

Dianne DiDio, Mayor



Antonio Meo



Doreen Dwyer

2008

MEMORANDUM OF UNDERSTANDING

WHEREAS, the negotiation committee for the Borough of Oradell ("Oradell") and the negotiation committee for those Oradell employees represented by the United Public Service Employees Union ("UPSEU") have met on several occasions to negotiate a successor Collective Bargaining Agreement ("CBA") to the CBA which expired on December 31, 2006; and

WHEREAS, as a result of such negotiations, the respective negotiation committees have reached a tentative agreement; and

WHEREAS, both negotiation committees wish to memorialize the terms of such tentative agreement by execution of this Memorandum of Understanding ("MOU"); and

WHEREAS, both negotiation committees agree to recommend the approval of the terms recited in the MOU; and

WHEREAS, any such approval is subject to final approval of the actual terms of the CBA.

NOW, THEREFORE, IT IS AGREED between the negotiation committees of Oradell and UPSEU as follows:

1. Term: A 5 year agreement commencing on January 1, 2007 and terminating on December 31, 2011.

2. Wages/Salary: A wage increase of 4% per year for each year of the contract (January 1, 2007 through December

31, 2011) at all steps, plus an additional \$500 per year during 2009, 2010 and 2011, for those employees who are "off the guide".

3. Steps: An increase in the current number of steps on the salary guide from eight (8) to twelve (12). For all employees hired after 1/1/08, step increases shall occur on anniversary hire date. For all employees ^{hired} prior to 1/1/08, step increases shall occur as of January 1 of each year.

4. Health Insurance: A contribution from all active employees toward health care premium costs as follows:

- a. \$10.00 per pay period commencing January 1, 2009.
- b. \$15.00 per pay period commencing January 1, 2010.
- c. \$20.00 per pay period commencing January 1, 2011.

Such contributions shall be based upon twenty-four (24) pay periods per year.

5. Clerical Work Week: Effective on the first day of the month following final approval of the CBA by both Oradell and UPSEU, overtime will be payable to clerical employees after 35 hours.

6. Clerical Summer Hours: Effective January 1, 2009, the clerical staff will work a summer work schedule between July 1 and Labor Day pursuant to which their hours

will be 8:00 a.m. until 4:00 p.m. instead of the current 8:30 a.m. until 4:30 p.m.

7. Standby : Effective January 1, 2009, standby pay for DPW employees will increase from \$175 to \$200 subsequent to execution of a successor agreement, i.e. not retroactive application.

8. Holidays: UPSEU will receive an additional day off in 2008 (December 26, 2008) and an additional day off in 2009 (January 2, 2009), based upon the way that the Christmas and New Year holidays "fall". Such additional days off are limited to the indicated dates in 2008 and 2009, and shall not represent an increase in the number of holidays or days off provided for under the CBA.

9. Shoe Allowance: The shoe allowance will be increased from its current level of \$175 to \$200 effective January 1, 2009.

10. Dental Insurance: On or before October 1, 2008, UPSEU shall advise Oradell whether represented employees agree to enroll in the Delta Dental PPO program. In such event, dental coverage shall be increased effective January 1, 2009, from \$1,000 to \$2,000. In the event that UPSEU advises that represented employees do not wish to enroll in the PPO program, then dental coverage shall remain at its current \$1,000 limitation during the term of the CBA.

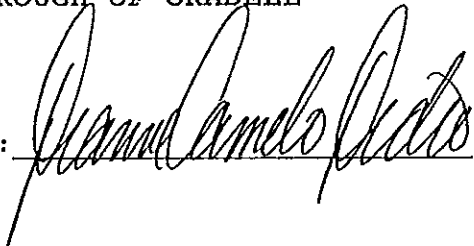
11. Disability Insurance: At its option, Oradell may procure short and/or long term disability insurance as referenced in Article XII of the current CBA. In such event, any and all disability checks received by a represented employee shall be endorsed over to the Borough. The current salary limitation of one (1) year of continuous illness shall remain.

12. Work Week and Overtime: All Department of Public Works and Buildings and Grounds employees shall be entitled to two (2) fifteen-minute coffee breaks during their work day, one to be taken in the forenoon and one to be taken in the afternoon. Lunch shall not be included in calculating the normal work week.

13. Work Week and Overtime: Effective January 1, 2009, Article VI(E) shall be modified to reflect that compensatory time for all employees covered by the CBA may be accumulated, at the employee's option, up to a maximum of two hundred forty (240) hours. However, any compensatory time in excess of eighty (80) hours must be used by an employee within two (2) years of accrual. 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.

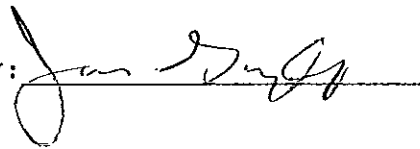
BOROUGH OF ORADELL

By: _____

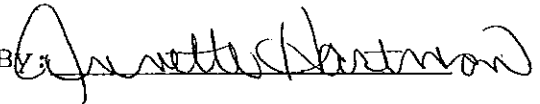


UPSEU

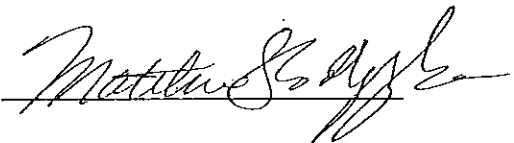
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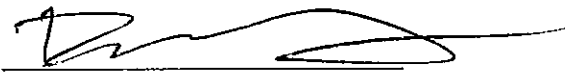
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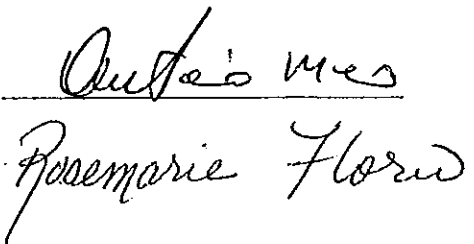
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By: _____



Rosemarie Florio

BOROUGH OF ORADELL DPW STEP GUIDE
 MECHANIC 12 STEP GUIDE @ 4% PER YEAR
 2007-2011

AS OF 08/05/2008

YEAR	2006		2007		2008		2009		2010		2011	
	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE
1	28,537		29,678	N/A	30,866	N/A	32,100	N/A	33,384	N/A	34,720	N/A
2	31,314		32,567	0.14	33,869	0.14	35,224	0.14	36,633	0.14	38,098	0.14
3	34,091		35,455	0.13	36,873	0.13	38,348	0.13	39,882	0.13	41,477	0.13
4	36,868		38,343	0.12	39,876	0.12	41,471	0.12	43,130	0.12	44,856	0.12
5	39,645		41,231	0.12	42,880	0.12	44,595	0.12	46,379	0.12	48,234	0.12
6	42,422		44,119	0.11	45,884	0.11	47,719	0.11	49,628	0.11	51,613	0.11
7	45,199		47,007	0.11	48,887	0.11	50,843	0.11	52,876	0.11	54,991	0.11
8	47,976		49,895	0.10	51,891	0.10	53,966	0.10	56,125	0.10	58,370	0.10
9			51,891	0.08	53,967	0.08	56,125	0.08	58,370	0.08	60,705	0.08
10			53,966	N/A	56,125	0.08	58,370	0.08	60,704	0.08	63,133	0.08
11			56,125	N/A	58,370	0.08	60,705	0.08	63,133	0.08	65,658	0.08
12			58,370	N/A	60,705	0.08	63,133	0.08	65,658	0.08	68,285	0.08

NOTE: STEP GUIDE EFFECTIVE

JANUARY 1, 2007

BOROUGH OF ORADELL DPW STEP GUIDE
 DPW 12 STEP GUIDE @ 4% PER YEAR
 2007-2011

AS OF 08/05/2008

YEAR	2006		2007		2008		2009		2010		2011	
	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE	SALARY	BASE
1	27,537		28,638	N/A	29,784	N/A	30,975	N/A	32,214	N/A	33,503	N/A
2	30,314		31,527	0.14	32,788	0.14	34,099	0.14	35,463	0.14	36,882	0.14
3	33,091		34,415	0.14	35,791	0.14	37,223	0.14	38,712	0.14	40,260	0.14
4	35,868		37,303	0.13	38,795	0.13	40,347	0.13	41,960	0.13	43,639	0.13
5	38,645		40,191	0.12	41,798	0.12	43,470	0.12	45,209	0.12	47,018	0.12
6	41,422		43,079	0.11	44,802	0.11	46,594	0.11	48,458	0.11	50,396	0.11
7	44,199		45,967	0.11	47,806	0.11	49,718	0.11	51,707	0.11	53,775	0.11
8	46,976		48,855	0.11	50,809	0.11	52,842	0.11	54,955	0.11	57,153	0.11
9			50,809	0.08	52,841	0.08	54,955	0.08	57,153	0.08	59,439	0.08
10			52,842	N/A	54,956	0.08	57,154	0.08	59,440	0.08	61,818	0.08
11			54,955	N/A	57,153	0.08	59,439	0.08	61,817	0.08	64,290	0.08
12			57,153	N/A	59,439	0.08	61,817	0.08	64,289	0.08	66,861	0.08

NOTE: STEP GUIDE EFFECTIVE

JANUARY 1, 2007

BOROUGH OF ORADELL WHITE COLLAR
WHITE COLLAR 12 STEP GUIDE @ 4% PER YEAR
2007-2011

AS OF 08/05/2008

YEAR	2006 BASE SALARY	2007 BASE SALARY	% INC DOWN	2008 BASE SALARY	% INC DOWN	2009 BASE SALARY	% INC DOWN	2010 BASE SALARY	% INC DOWN	2011 BASE SALARY	% INC DOWN
1	27,537	28,638	N/A	29,784	N/A	30,975	N/A	32,214	N/A	33,503	N/A
2	29,046	30,208	0.10	31,416	0.10	32,673	0.10	33,980	0.10	35,339	0.10
3	30,555	31,777	0.09	33,048	0.09	34,370	0.09	35,745	0.09	37,175	0.09
4	32,064	33,347	0.09	34,680	0.09	36,068	0.09	37,510	0.09	39,011	0.09
5	33,573	34,916	0.09	36,313	0.09	37,765	0.09	39,276	0.09	40,847	0.09
6	35,082	36,485	0.09	37,945	0.09	39,462	0.09	41,041	0.09	42,683	0.09
7	36,591	38,055	0.08	39,577	0.08	41,160	0.08	42,806	0.08	44,519	0.08
8	38,055	39,577	0.08	41,160	0.08	42,807	0.08	44,519	0.08	46,300	0.08
9		41,160	0.08	42,806	0.08	44,519	0.08	46,299	0.08	48,151	0.08
10		42,807	N/A	44,519	0.08	46,300	0.08	48,152	0.08	50,078	0.08
11		44,519	N/A	46,300	0.08	48,152	0.08	50,078	0.08	52,081	0.08
12		46,300	N/A	48,152	0.08	50,078	0.08	52,081	0.08	54,164	0.08

NOTE: STEP GUIDE EFFECTIVE

JANUARY 1, 2007