

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE

BOROUGH OF ORADELL



*Borough of*  
**ORADELL**  
*New Jersey*

AND



UNITED PUBLIC SERVICE

EMPLOYEES UNION

Effective date: January 1, 2020

Expires: December 31, 2022

**TABLE OF CONTENTS**

PREAMBLE.....	1
ARTICLE II RECOGNITION.....	1
ARTICLE III NO STRIKE OR LOCKOUT PLEDGE.....	1
ARTICLE IV AGENCY SHOP.....	2
ARTICLE V NON-DISCRIMINATION.....	2
ARTICLE VI WORK WEEK AND OVERTIME.....	2
ARTICLE VII SALARIES.....	4
ARTICLE VIII LONGEVITY.....	4
ARTICLE IX STANDBY.....	5
ARTICLE X VACATIONS.....	5
ARTICLE XI HOLIDAYS.....	6
ARTICLE XII SICK LEAVE.....	7
ARTICLE XIII WORK INCURRED INJURY.....	8
ARTICLE XIV HEALTH INSURANCE BENEFITS.....	8
ARTICLE XV PERSONAL DAYS.....	9

ARTICLE XVI	
BEREAVEMENT LEAVE.....	9
ARTICLE XVII	
EMERGENCY LEAVE.....	10
ARTICLE XVIII	
LEAVES OF ABSENCE.....	10
ARTICLE XIX	
MILITARY LEAVE.....	10
ARTICLE XX	
PERSONNEL FILES.....	10
ARTICLE XXI	
GRIEVANCE PROCEDURE.....	11
Step One.....	11
Step Two.....	11
Step Three.....	11
ARTICLE XXII	
SAFETY COMMITTEE.....	12
ARTICLE XXIII	
DATA FOR FUTURE BARGAINING.....	12
ARTICLE XXIV	
BULLETIN BOARD.....	12
ARTICLE XXV	
MISCELLANEOUS.....	12
ARTICLE XXVI	
SENIOR EMPLOYEES.....	14
ARTICLE XXVII	
EDUCATION INCENTIVE PROGRAM.....	15
ARTICLE XXVIII	
SAVINGS CLAUSE.....	17
ARTICLE XXIX	
FOR CAUSE.....	17

ARTICLE XXX	
JOB DESCRIPTION.....	17
ARTICLE XXXI	
MANAGEMENT RIGHTS.....	17
ARTICLE XXXII	
JOB POSTING.....	18
ARTICLE XXXIII	
PROMOTIONS AND TRANSFERS.....	18
ARTICLE XXXIV	
UNION LEAVE.....	18
ARTICLE XXXV	
SEPARABILITY AND SAVINGS.....	18
ARTICLE XXXVI	
CONTINUATION OF CONTRACT PROVISIONS.....	18
ARTICLE XXXVII	
CONTINUATION THROUGH EXPIRATION OF AGREEMENT.	19
APPENDIX A	
FINAL SALARY STEP GUIDE	
APPENDIX B	
PESTICIDE CERTIFICATION.	
MECHANIC 12 STEP GUIDE	
APPENDIX C	
SIDE LETTER OF MEMORANDUM OF AGREEMENT	
APPENDIX D	
CERTIFICATE OF REGONITION	

## **PREAMBLE**

This Agreement covering the period from January 1, 2020 through December 31, 2022 (except where otherwise indicated) is made as of this \_\_\_ day of March 2020, 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 D) 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, union membership, affectional or sexual orientation, gender identity, marital, domestic partnership or civil union status, genetic information, or atypical cellular or blood trait.

#### **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 workday. 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, 2020, hours of work of work for all white collar employees will be 8 a.m. to 4 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 3:15 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 one (1) 15-minute coffee break during their workday, one to be taken in the forenoon. 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/Department Head 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 employee for the full Recall period.

E. Compensatory Time: Compensatory time is defined as time earned in lieu of payment for overtime. Effective December 31, 2020, compensatory time for all employees covered by this Agreement may be accumulated, at the employee's option, up to a maximum of one hundred and twenty five (125) hours. If an employee has more than one hundred and twenty five hours as of December 31, 2020, the employee may elect to cash out any hours over 125 at their current rate of pay or may transfer those hours to his/her sick time bank. Such election shall be made solely by the employee. However, once transferred to sick leave bank, such time may only be used in accordance with the sick time rules. Any time paid out at year end or transferred to sick leave bank shall be made hour for hour (straight time).

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 \$30.00 for this period. The Borough Administrator will be notified by 9:00 a.m. of that day.

## **ARTICLE VII** **SALARIES**

A. During the term of this Agreement, salaries will be determined pursuant to the Step Guides attached hereto, which go into effect on the next regularly scheduled payroll following execution of the Memorandum of Agreement, also annexed hereto. No retroactive pay will be issued. Employees who are “on guide” shall move up one step on January 1<sup>st</sup> of each year. Both parties acknowledge that pursuant to the Memorandum of Agreement, the terms set forth therein shall not be precedent setting for any future collective negotiations.

Top tier and off guide employees Frank Mormino, Robert Dutzar, Scott Babbington, and Richard Pickett will be brought up to the new top guide salary of \$72,000.00. In January of 2021 and 2022, these employees shall receive a 2.5% increase to their base salary.

B. All other employees who are currently “off guide” or move “off guide” during the term of this Agreement shall receive the following increases:

1. January 1, 2020 – 2.5% increase to base salary
2. January 1, 2021 – 2.5% increase to base salary
3. January 1, 2022 – 2.5% increase to base salary

## **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 with the Treasurer/Chief Financial Officer. Longevity payments shall be paid in equal installments throughout the year.

**ARTICLE IX**  
**STANDBY**

A. Standby time and pay is limited to employees of the Department of Public Works. Standby time shall be defined as being available for an emergency which may arise over and beyond the employee's normal daily work schedule. Two (2) men will be assigned Standby time each week on rotating schedule basis.

B. The weekly standby period shall run from Tuesday at 7:30 a.m., to the following Tuesday, 7:30 a.m.

C. Employees on standby status shall receive additional pay 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 the First Year

Second - Fifth Years of Continuous Service: Ten (10) Working Days

Sixth - Eleventh Years of Continuous Service: Fifteen (15) Working Days

Twelfth-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. Effective January 1, 2021, employees shall be limited to carry over up to ten (10) days of vacation from year to year. However, that limit may be increased up to a full year of vacation accrual for any employee who is aware of a major life event (i.e. birth, wedding, major vacation, etc.) with permission from the Department Head. Such permission shall not be unreasonably withheld. Additionally, this cap shall not apply to any days that an employee requested and the Department head was unable to approve. Any such days may be carried over to the following year but must be used by December 31<sup>st</sup> of said year or forfeited.

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 six (6) month 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. Vacation shall be scheduled first come, first served with seniority used as a tie breaker. Once vacation is approved, no one may bump the employee. Scheduling of all vacation time shall be subject to the approval of the Department or designated official who may decline any vacation request based on department needs.

## ARTICLE XI HOLIDAYS

A. All permanent full time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans 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 workday immediately preceding or the day after a recognized holiday. This provision does not apply to absences authorized by the Employer.

**ARTICLE XII**  
**SICK LEAVE**

A. Full-time Employees shall receive sick leave benefits pursuant to the following schedule effective January 1, 2020:

Length of Employment	Number of Sick Days Per Year
First Day of Work up to Twenty-Four (24) months	One and one quarter (1.25) day a month to be earned on a per paycheck basis (15 maximum)
Twenty-Fifth (25 <sup>th</sup> ) month of employment forward	One and three quarter (1.75) per month basis. Twenty one (21) days maximum.

1. The Borough will create a sick leave bank in which employees will be permitted to bank unused sick time at the end of each calendar year. Employees will be allowed to accrue up to one hundred twenty (120) days in their sick leave bank. The use of banked sick leave is limited to medically verifiable serious illness or injury that requires an employee absence for more than five (5) consecutive workdays. Banked sick leave cannot be paid out to the employee upon resignation, termination, or retirement. Employees will be permitted to go above the one hundred and twenty (120) day limit if said employees choose to convert compensatory time to sick leave bank time.

2. The Borough will procure for the employees a temporary disability insurance policy that will cover an eligible illness or injury from the seventh (7<sup>th</sup>) day of absence through the one hundred and eightieth (180<sup>th</sup>) day of absence.

3. The Borough will offer employees the option to purchase, at employee expense, a Long Term Disability Policy.

4. The Borough may, at the Council's discretion, allow for an additional thirty (30) days of sick leave for an employee's own serious illness or that of an immediate family member, as defined by the FMLA. The decision of the Council shall not be appealable or the subject of any grievance.

5. Part Time employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked up to a maximum of forty (40) hours per calendar year. Roll over of sick leave benefits shall be permitted in accordance with N.J.S.A. 34:11D et. seq., with the maximum amount of hours of sick leave in any benefit year never exceeding 40 hours. As with full time employees, there will be no pay out of accrued but unused sick time.

6. Employees may use sick leave benefits for any event as set forth in N.J.S.A. 34:11D-3.

B. An unwarranted claim by an employee of sick leave privileges may be grounds for disciplinary action against such employee.

C. The Department Head or designated official may, in his/her 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 shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough Administrator 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 ten dollars (\$10.00) for generic drugs, fifteen dollars (\$15.00) for brand name formulary, and twenty-five dollars (\$25.00) for brand name non-formulary. 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. Employee medical insurance contribution and prescription drug plan contributions shall be calculated based on the Phase 4 (final phase) (Chapter 78, P.L. 2011) rate chart for the level of coverage selected by the employee as published by the New Jersey Division of Pensions and Benefits.

C. Any employee who retires and has accrued twenty-five (25) years or more of full-time employment 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/her election opt out of dependent (spouse) coverage in return for a payment equal to twenty-five percent (25%) or five thousand dollars (\$5,000.00), whichever is less of the Borough's cost of such coverage.

E. 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. The Employee shall request personal days by email, text to department head or other written format.

B. Employees must give their Department Head at least one (1) week advance notice of their intention to take a personal leave day when the need is foreseeable. When the need is not foreseeable, the Employee shall give their Department Head notice as soon as practicable. The Employee must receive approval from the Department Head which shall not be unreasonably withheld.

C. Personal days are non-cumulative and may not be paid out or rolled over from year to year

D. Department Heads reserve the right to deny a request based on business needs. In the event a request is made in the last quarter of the year and denied, the employee shall be permitted to roll over into next calendar year the number of days denied. However, those rolled over days must be used within the first sixty (60) days of the new year.

E. Personal leave shall be limited to two (2) people per day for the last two weeks of December. In an emergency, the Department head may exceed that number and such approval will not be unreasonably withheld.

F. Personal leave days shall be granted on a first come, first served basis.

#### **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, significant other, partner, children/step-children, parents/step-parents, sibling/step sibling, in-laws, or grandparents of the employee or employee's spouse/significant other/partner.

C. Reasonable verification of the event may be required by the Borough.

D. Any extension of absence under this Article, however, may at the employee's option and with the consent of the Borough Administrator 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 by any means (i.e. surrogate, foster adoption), 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/her 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 Human Resources Representative.

B. Upon advance notice and at reasonable time, any employee may review his/her personnel file in the presence of the Borough Administrator or their designee. However, this appointment for review must be made through the Borough Administrator or their designee at time mutually convenient.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her, and he/she shall be given the opportunity to rebut it if he/she so desires and he/she shall be permitted to place said rebuttal in his/her file.

D. Employees may review but not edit or change anything contained in their personnel file. If they wish to add a statement of their own, this will be included in their file.

E. 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 or her 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. Where the department head is the Borough Clerk/Administrator, the grievance shall proceed directly to Step 3.

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 list 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 employee may be dismissed by the Borough during the term of his/her 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 (1) 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/her 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, 2020, the annual maximum shoe allowance shall increase to two hundred and twenty five (\$225.00) dollars.

E. Minutes at Meetings: Effective January 1, 2021, if a union member is required to take minutes at any meeting other than a Zoning Board or Planning Board, compensation shall be one hundred twenty five dollars (\$125.00) per meeting. In the event that a meeting lasts longer than three (3) hours, the amount paid shall then increase to one hundred fifty dollars (\$150.00) per meeting. Compensation for taking minutes at Zoning Board and Planning Board meetings shall be in accordance with Borough Resolution 14-175 (\$234 for Zoning Board meetings and \$182 for Planning Board meetings) and any subsequent increase passed by Board Resolution.

F. Leadman Compensation shall be seven hundred-fifty dollars (\$750.00) during each year of this Agreement. If the employee does not serve as Leadman for the entire year, this compensation will be prorated accordingly. 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:

- (i) Fees for any specific licenses/certifications required by the State of New Jersey, or requested by the Borough, shall be paid for by the Borough including but not limited to Commercial Driver's License, Pesticide License and Sewer License, or any Certification relevant to the job.
- (ii) Employees required by a Government Agency (County, State or Federal), or requested by the Borough, to hold a Specific License/Certification shall be paid the following stipends, annually:

Pesticide Applicator's License:	\$250.00
Commercial Driver's License:	\$250.00
Sewer License:	\$500.00
Diesel Operator Certification:	\$500.00
Boiler Operator License:	\$500.00
ACRT arborist:	\$500.00
Other Relevant Certification:	\$500.00

Automotive Service Certification: \$500.00 (see Appendix B list for all certifications)  
Pesticide Certification: \$550.00 (see Appendix B list for all certifications)

- (iii) Employees who are not requested to obtain Certification, but who elect to obtain a certification regardless, shall not be eligible for compensation for holding a certification. With this amendment, all current employees holding certifications and who previously received the stipend will be grandfathered. Any employee seeking an additional license/certification must be pre- approved by the Department Head or Borough Administrator.

The Side Letter Memorandum of Agreement executed by the parties and approved by the Borough on August 14, 2018 and annexed hereto is incorporated into this Agreement in all respects. See Appendix C.

## **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 Borough Administrator.

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/she 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 Borough Administrator 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's 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's Degree, the degree shall in fact have been awarded and proof thereof must be furnished to the Borough Administrator.

Definitions:

Associate Degree: A two year degree consisting of 64 credits, but not restricted thereto, is contingent upon the requirements of an accredited college awarding such degree. It shall be understood that the equivalent of an Associate's Degree shall be 64 credits, and a member who earned 64 credits towards a Bachelor's Degree shall thereafter be considered to be equal to and shall receive all benefits afforded to a member who has earned an Associate's Degree.

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.

Member: All full time members of UPSEU.

Program: Education Incentive Program.

Proof of Completion: Any official notice emanating from an accredited college as to grade attained, official transcript of college, or degree certificate.

Credit Range – See Rate Schedule:

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

Bachelor Degree

\$1,200.00

(10.00)

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

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

B. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

**ARTICLE XXIX**  
**FOR CAUSE**

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

**ARTICLE XXX**  
**JOB DESCRIPTION**

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

**ARTICLE XXXI**  
**MANAGEMENT RIGHTS**

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

A. Carry out its statutory duties utilizing personnel, methods and means in an appropriate and efficient manner.

B.. Manage the employees of the Borough.

C. 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. Notwithstanding the above, any posting for an entry level position, may be posted for five (5) working days prior to the Borough advertising the entry level position to the general public. The expiration of this ten (10) or five (5) 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, 2020 and shall continue through December 31, 2022.

**ARTICLE XXXVII**  
**CONTINUATION THROUGH EXPIRATION OF AGREEMENT**

Upon the expiration of the Collective Bargaining Agreement, employees shall continue Step movement during negotiations on a Successor Collective Bargaining Agreement. (See Appendix A).

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

**THE BOROUGH OF ORADELL**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION (UPSEU)**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

# APPENDIX A

## Borough of Oradell White Collar Step Guide 2020-2022

YEAR	1/1/2019	1/1/2020	1/1/2021	1/1/2022
1	\$ 37,175.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00
2	\$ 37,175.00	\$ 42,727.00	\$ 42,727.00	\$ 42,727.00
3	\$ 39,011.00	\$ 44,454.00	\$ 44,454.00	\$ 44,454.00
4	\$ 40,847.00	\$ 46,181.00	\$ 46,181.00	\$ 46,181.00
5	\$ 42,683.00	\$ 47,908.00	\$ 47,908.00	\$ 47,908.00
6	\$ 44,519.00	\$ 49,635.00	\$ 49,635.00	\$ 49,635.00
7	\$ 46,300.00	\$ 51,362.00	\$ 51,362.00	\$ 51,362.00
8	\$ 48,151.00	\$ 53,089.00	\$ 53,089.00	\$ 53,089.00
9	\$ 50,078.00	\$ 54,816.00	\$ 54,816.00	\$ 54,816.00
10	\$ 52,081.00	\$ 56,543.00	\$ 56,543.00	\$ 56,543.00
11	\$ 54,164.00	\$ 58,270.00	\$ 58,270.00	\$ 58,270.00
12	\$ 55,801.00	\$ 60,000.00	\$ 61,200.00	\$ 62,424.00

## Borough of Oradell Mechanic Step Guide 2020-2022

YEAR	1/1/2019	1/1/2020	1/1/2021	1/1/2022
1	\$ 41,477.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00
2	\$ 41,477.00	\$ 45,818.00	\$ 45,818.00	\$ 45,818.00
3	\$ 44,856.00	\$ 48,636.00	\$ 48,636.00	\$ 48,636.00
4	\$ 48,234.00	\$ 51,454.00	\$ 51,454.00	\$ 51,454.00
5	\$ 49,628.00	\$ 54,272.00	\$ 54,272.00	\$ 54,272.00
6	\$ 54,991.00	\$ 57,090.00	\$ 57,090.00	\$ 57,090.00
7	\$ 58,370.00	\$ 59,908.00	\$ 59,908.00	\$ 59,908.00
8	\$ 60,705.00	\$ 62,726.00	\$ 62,726.00	\$ 62,726.00
9	\$ 63,133.00	\$ 65,544.00	\$ 65,544.00	\$ 65,544.00
10	\$ 65,658.00	\$ 68,362.00	\$ 68,362.00	\$ 68,362.00
11	\$ 68,285.00	\$ 71,180.00	\$ 71,180.00	\$ 71,180.00
12	\$ 70,349.00	\$ 74,000.00	\$ 75,480.00	\$ 76,990.00

## Borough of Oradell Blue Collar Step Guide 2020-2022

YEAR	1/1/2019	1/1/2020	1/1/2021	1/1/2022
1	\$ 40,260.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
2	\$ 40,260.00	\$ 44,727.00	\$ 44,727.00	\$ 44,727.00
3	\$ 43,639.00	\$ 47,454.00	\$ 47,454.00	\$ 47,454.00
4	\$ 47,018.00	\$ 50,181.00	\$ 50,181.00	\$ 50,181.00
5	\$ 50,396.00	\$ 52,908.00	\$ 52,908.00	\$ 52,908.00
6	\$ 53,775.00	\$ 55,635.00	\$ 55,635.00	\$ 55,635.00
7	\$ 57,153.00	\$ 58,362.00	\$ 58,362.00	\$ 58,362.00
8	\$ 59,439.00	\$ 61,089.00	\$ 61,089.00	\$ 61,089.00
9	\$ 61,818.00	\$ 63,816.00	\$ 63,816.00	\$ 63,816.00
10	\$ 64,290.00	\$ 66,543.00	\$ 66,543.00	\$ 66,543.00
11	\$ 66,861.00	\$ 69,270.00	\$ 69,270.00	\$ 69,270.00
12	\$ 68,882.00	\$ 72,000.00	\$ 73,440.00	\$ 74,909.00



## APPENDIX B

### **Automotive Service Excellence Certifications:**

A Series

E Series

G Series

L 1

L 2

L 3

T Series

X 1

Recycling and Reclaiming Refrigerant

## APPENDIX B

Certification is accomplished by passing pesticide applicator certification exams. Everyone must pass the basic "Core" certification exam. This exam is based on the Pesticide Applicator Training Manual - Core. **To be eligible to take the Core exam**, the applicant shall submit proof of completion of a Department approved **Basic Pesticide Training Course** (see **Notice**). The course shall provide a working knowledge of the following: proper use of application equipment, potential hazards involved in applying pesticides, instructions for the mixing of pesticides, protective clothing and equipment, applicable State and Federal pesticide laws and regulations, interpretation of pesticide labels and understanding integrated pest management. Proof of course completion must be submitted with the Core Certification Exam application form.

In addition to the Core exam, one or more "Category" certification exams must be passed. The Category exams needed depend on the type of pest control that will be done. **To be eligible to take a Category exam, the applicant must complete a minimum of 40 hours of "on-the-job training" (OJT) for each category applied for.** By definition, 40 hours of on-the-job training shall consist of a minimum number of separate applications, as specified in the following table. Certification in Category 10 and 13 is exempt from the category training requirements. Certification in Category 11 requires training in aerial only. Proof of the required training in Category 11 shall be submitted with the exam application form.

### Categories Available and Minimum Number of Applications to be Witnessed or Performed :

CATEGORY OF WORK	MINIMUM NUMBER OF APPLICATIONS
Category 1A- Plant	5
Category 1B – Animals	2
Category 2- Forest pest control	2
Category 3A – Ornamental	15
Category 3B – Turf	15
Category 3C – Interior plantscaping	15
Category 4 -Seed treatment	2
Category 5 – Aquatic pest control	5
Category 6B – Right of Way	5
Category 7A – General and household pets control	15
Category 7B- Termites & other wood destroying insects	6
Category 7C – Fumigation pest control	2
Category 7D – Food manufacturing and processing	5
Category 7E- Wood preserving pest control	2
Category 7F – Antifoulants	2
Category 8A- General Public Health	15
Category 8B – Mosquito control	5
Category 8C – Campground pest control	5
Category 8D – Cooling water pest control	2
Category 8E – Sewer Root Control	2
Category 8F – Pet Grooming	15
Category 9 – Regulatory pest control	5
Category 10 – Demo & Research	0
Category 11 – Aerial pest control	10
Category 12A – Water Sanitation	10
Category 12B – Sterilization	15
Category 13 – School IPM	0

APPENDIX C

BOROUGH OF ORADELL  
BERGEN COUNTY, NEW JERSEY

RESOLUTION 18-172<sub>a</sub>

Offered by *Tashjian*

Seconded by *Carnevale*

Member	Aye	No	Abstain	Absent
MAYOR DIDIO				
SCHOENBERG	✓			
TASHJIAN	✓			
CARNEVALE	✓			
JANNICELLI	✓			
KELLY	✓			
YU	✓			

**WHEREAS**, the UPSEU is the exclusive representative for the purpose of collective negotiations for its members, which include DPW employees of the Borough of Oradell; and

**WHEREAS**, the UPSEU has objected to the Employee Handbook policy forbidding its members to display tattoos and requiring its members to reveal information concerning any arrests; and

**WHEREAS**, the UPSEU has alleged there has been a long standing practice of offering compensatory time to DPW employees when Borough Hall has been closed due to inclement weather (the "Practice"); and

**WHEREAS**, nothing contained within the Borough of Oradell Employee Handbook or UPSEU Collective Negotiations Agreement provides for compensatory time to be offered to DPW employees when Borough Hall has been closed due to the inclement weather; and

**WHEREAS**, notwithstanding the absence of any written policy or contract provision, DPW employees have received compensatory time when DPW employees worked on days Borough Hall was closed due to inclement weather; and

**WHEREAS**, upon discovering the Practice the Borough of Oradell notified the UPSEU and DPW employees that the terms of the collective negotiations agreement and Employee Handbook would be enforced as written and the Practice would cease; and

WHEREAS, the UPSEU and the Borough commenced bargaining on the issues set forth above and reached the following agreement:

- (i) DPW Employees working on days when Borough Hall is closed due to inclement weather will earn no more than four (4) full compensatory days per calendar year;
- (ii) DPW Employees working on days when Borough Hall has a delayed opening due to inclement weather will earn no more than six (6) hours of compensatory time per calendar year for any delayed opening;
- (iii) The Practice as set forth herein will commence on January 1, 2019;
- (iv) DPW Employees are not permitted to display facial tattoos but this shall not be a terminable offense; and
- (v) DPW Employees who are arrested must reveal the circumstances of said arrest to their supervisor or borough Administrator. The information will be kept confidential and if any employment action is taken in connection with the disclosure, the employment action will be subject to binding arbitration.

NOW, THEREFORE, BE IT RESOLVED, the Mayor is authorized to execute and deliver an agreement memorializing the terms of the agreement reached between the Borough of Oradell and the UPSEU as set forth herein.

  
Dianne Camelo Didio, Mayor

Passed on roll call vote at the Public Meeting of the Mayor and Council of the Borough of Oradell held on August 14, 2018

(SEAL)

ATTEST:

  
Laura J. Graham, CPM, RMC, RPPO  
Borough Administrator/Municipal Clerk

Side Letter  
Memorandum of Agreement

WHEREAS, United Public Service Employees Union ("UPSEU" or "Union") and The Borough of Oradell ("Borough") are parties to a collective bargaining agreement ("CBA") which, by its terms, expires on December 31, 2019, and which remains in full force and effect; and

WHEREAS, a dispute arose between the parties regarding the accrual and payment of compensatory time off for Department of Public Works ("DPW") employees on inclement weather days when Borough Hall was closed for any portion of the day; and

WHEREAS, a dispute arose between the parties regarding two issues contained in the 2018 draft of the Employee Handbook; to wit - application of a dress code policy that indicated tattoos are not to be visible and a new provision requiring notification to the Borough of all arrests and convictions; and

WHEREAS, in or about June 2018, the Union and the Borough met during a labor-management meeting to discuss the issues detailed above; and

WHEREAS, the Union and the Borough wish to resolve the issues raised in this meeting without resorting to protracted litigation; and

WHEREAS, the Union and the Borough agree that the drafting of this Side Letter and Memorandum of Agreement ("Agreement") was a collaborative effort of the parties and accordingly, neither party can in any future dispute in connection with the instant Agreement assert that any ambiguities contained in this Agreement should be construed against the other party as the drafter of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, it is agreed by and between the parties as follows:

1. With respect to the issue of compensatory time, the parties agree that the past practice shall continue in full force and effect through December 31, 2018. Specifically, the parties agree that the past practice requires that DPW employees be paid compensatory time for all hours worked on inclement weather days when Borough Hall is closed. Effective January 1, 2019, DPW employees shall receive compensatory time as follows:

a. for all hours worked during a full day closure of Borough Hall caused by inclement weather, up to a maximum of four (4) full days per calendar year. This allotment does not count days where Borough Hall opens late or closes early due to inclement weather.

b. for hours worked during a delayed opening or early closure of Borough Hall caused by inclement weather, up to a maximum of six (6) hours per calendar year. This allotment does not count days where Borough Hall is closed for a full day due to inclement weather.

2. With respect to the dress code policy, the Borough acknowledges that there are current employees who have tattoos that are visible when they work. The Borough agrees that, should an issue arise over the propriety of the tattoo, an employee will be instructed to cover the tattoo during working hours. The Employee shall not be disciplined for having said tattoo.

3. With respect to the requirement in the personnel manual that employees notify the Borough of all arrests and/or convictions, the parties have agreed as follows:

a. Any disclosure made by an employee to the Borough Administrator as required under this policy shall be strictly confidential;

b. The disclosure may be made in person, over the phone, through email or through a designated union representative;

c. Should any disciplinary action be taken against an employee because of the disclosure of an arrest/conviction and the facts/circumstances surrounding an arrest and/or conviction, the Union may grieve the discipline pursuant to the terms of the CBA or move the matter to binding arbitration upon written notice to the Borough Administrator as follows:

i. the parties will attempt to mutually select an arbitrator. If the parties cannot agree on an arbitrator for a particular matter, either party may submit the matter to arbitration using the procedures then in effect at the New Jersey Public Employment Relations Commission;

ii. the parties agree that the fees of the arbitrator shall be split between the parties, but each side shall be responsible for its own costs of arbitration;

iii. the arbitration hearing shall be scheduled on an expedited basis. If either party does not cooperate to this end, the Arbitrator may select a date without mutual agreement of the parties;

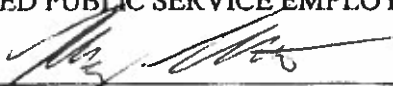
iv. the parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from or modifies the terms of the CBA;

v. the decision of the arbitrator shall be final and binding.

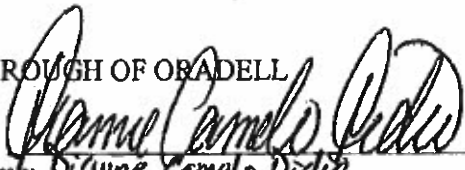
4. All other terms of the CBA remain in full force and effect.

Dated:

UNITED PUBLIC SERVICE EMPLOYEES UNION

By:   
Name: MARK A. McLAUGHLIN  
Title: Labor Relation Representative

BOROUGH OF ORADELL

By:   
Name: Dranne Camelo Didio  
Title: Mayor

APPENDIX D

DEC. 17. 2004 4:03PM

WISS COOKE SANTOMAURO

NO. 599 P. 1

CERTIFICATION OF RECOGNITION  
WISS, COOKE & SANTOMAURO

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

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

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

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

December 17, 2004


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

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

Dear Mr. Boyle:

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

Very truly yours,

  
Raymond R. Wiss

RRW/cm  
cc: Borough of Oradell