

CWA Contract

This agreement entered into this 19th day of January, 2005, by and between:

The Township of Maplewood, New Jersey, (hereinafter referred to as "Township")

and

The Communications Workers of America (AFL-CIO) (hereinafter referred to as "CWA" or "Union").

Witnesseth that:

Whereas, the parties have carried on collective negotiations regarding wages and other terms and conditions of employment.

Now therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

Article 1. Recognition

- A. The Township hereby recognizes the CWA as the exclusive and sole representative for collective bargaining concerning salaries and other terms and conditions of employment for the Township non-supervisory employees whose titles are listed on the attached schedule.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement refers to all persons represented by the CWA in the above-defined bargaining unit.

Article 2. Agency Shop & Dues Check Off

- A. The Township agrees to deduct the CWA monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the CWA and the aggregate deductions of all employees shall be remitted to the Treasurer of the CWA together with a list of names of all employees for whom deductions were made once per month.
- B. An employee in the bargaining unit on the effective date of this Agreement who does not join the CWA within thirty (30) days thereafter, any new employee who does not join the CWA within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within thirty (30) days of reentry into employment within the unit shall, as a

condition of employment, pay a representation fee to the CWA by automatic payroll deduction. The representation fee shall be in an amount up to 85% of the regular CWA membership dues, fees and assessments as certified to the Township by the CWA.

- C. The CWA shall establish and maintain a demand and return system in accordance with NJSA 34:13A-5.5 and NJSA 34:13A-5.6.
- D. The CWA agrees that it has established a procedure by which a non-member employee can challenge the assessment as in NJSA 34:13A-5.6.
- E. The CWA shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Township in conformance with this provision. The CWA shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Township shall have no obligation to defend this provision, but shall cooperate with the CWA in defending this provision.

Article 3. Non Discrimination

The Township agrees that it will not discriminate against any employee on the basis of race, color, creed, national origin, age, gender, disability, sexual preference, marital status, union membership, union activity, political affiliation or any other criterion prohibited by law.

Article 4. Management Rights

- A. It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency, are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.
- B. The Township retains all rights of management unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer Employee Relations Act or other laws, rules and regulations.

Article 5. Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the terms and provisions of this agreement made by an employee of the CWA or the Union. A grievant shall be defined as an employee or the Union filing such a grievance.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances that may arise from time to time affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing contained herein shall be construed as limiting the rights of an employee from discussing matters informally with their supervisor or department head and having the grievance adjusted without intervention of the CWA, provided that an adjustment is not inconsistent with this Agreement. The CWA shall be given the opportunity to be present at such adjustment, provided that the grievant requests it.
- D. An employee shall institute the grievance procedure within twenty (20) calendar days of the occurrence complained of. Failure to act within the said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.
- E. Procedure:
 - Step 1: An employee or the Union with a grievance shall first discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally.
 - Step 2: In the event that the grievant, employee or Union, is not satisfied with the decision at Step 1, or in the event that the immediate supervisor has rendered no decision within ten (10) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant, employee or Union, to the department head within seven (7) calendar days after receiving the answer at Step 1 or when the answer should have been received. A meeting will take place between the parties. The department head shall render a decision within ten (10) calendar days after receiving the grievance.
 - Step 3: In the event that the grievant, employee or Union, is not satisfied with the decision at Step 2, or in the event that the department head has rendered no decision within ten (10) calendar days after receiving the grievance, the matter shall be presented in writing by the grievant, employee or Union, to the Township Administrator within seven (7) calendar days after receiving the answer at Step 2 or when the answer should have been received. At the time that the grievance is submitted, the employee or Union may request a meeting with the Township Administrator to discuss the grievance. Such a meeting shall be held prior to the rendering of the decision. The Township Administrator shall render a decision in writing within ten (10) calendar days after receiving the grievance.
 - Step 4: In the event that the CWA is not satisfied with the decision at Step 3, or in the event that the Township Administrator has rendered no decision within twenty (20) calendar days after receiving the grievance, the CWA only may file for arbitration of the grievance with the Public Employment Relations Commission (PERC) within fifteen (15) calendar days after receiving the answer

at Step 3 or when the answer should have been received. A copy of the filing shall be provided to the Township. The arbitrator's decision shall be final and binding on the parties to the extent permitted by law. The Township and the CWA shall share the cost of the arbitrator equally.

- F. A grievance affecting a group of employees may be submitted by the CWA on behalf of the group of employees at Step 2 of the grievance procedure.
- G. An employee who is in his/her probationary period may not grieve a discharge. Additionally, an employee who is in his/her probationary period may grieve a disciplinary action through the third step, but may not arbitrate it.
- H. If a Township supervisor, department head or Township Administrator does not render a decision regarding a grievance within the specified time period, it will be considered a denial of the grievance.
- I. When a disciplinary action is taken, the Union will be notified if so requested by the employee.
- J. The timeframes denoted in Steps 1 through 4 above may be extended upon mutual agreement of the grievant and the Township.

Article 6. Hours of Work

- A. Listed are the hours per week for full time employees:
 - 1) Custodians – 40
 - 2) Mechanics – 40
 - 3) Municipal Building Employees – 32.5
 - 4) Municipal Court Employees – 35
 - 5) Parking Enforcement Officers – 35
 - 6) Police Department Clerical Employees – 35
 - 7) Community Pool Employees – 40
- B. In addition to the normal hours per week listed above, Municipal Building employees may be required to work evening hours in addition to their normal day shift. Evening hours shall be twice per month from 4:30 p.m. to 7:00 p.m. These evening hours shall be suspended during the months of June, July and August.
- C. The Township retains the right to revise the hours of operation to the extent permitted by law.

Article 7. Probationary Period

- A. All full time and part time employees shall be considered probationary until the successful completion of one (1) year of continuous employment with the Township. Successful completion shall be determined by an evaluation from the employee's department head.

- B. Discharges during the probationary period shall not be subject to the grievance procedure. Discipline, however, may be grieved up to the third step of the grievance procedure, but it may not be arbitrated.

Article 8. Leave Time

- A. Family & Medical: The Township shall establish a Family and Medical Leave Policy in accordance with State and Federal laws. To the extent permitted by law, paid leave time must be used concurrently with a leave that qualifies under the Family and Medical Leave Act and/or the New Jersey Family Leave Act. Employees must substitute and utilize other forms of paid leave while they take a leave that qualifies under the foregoing statutes.
- B. Funeral: Full time employees shall be provided time off with pay from the day of death of a person in the employee's immediate family, until the day after the funeral, not to exceed three (3) calendar days during the three (3) days following the death. Immediate family shall be defined as follows: wife, husband, mother, father, daughter, son, stepdaughter, stepson, sister, brother, grandparent and grandchildren of the employee and mother-in-law, father-in-law, grandparent-in-law, registered domestic partner and a person with whom the employee is living in a spousal relationship. In order for an employee to take funeral leave for the death of a person with whom they share a spousal relationship, the employee must have notified the Township Administrator in writing in advance of the death of the name of the person and the fact that this person lives in the home with the employee in a spousal relationship. In order for an employee to take funeral leave for the death of a registered domestic partner, proof of partnership registration must be provided to the Township Administrator. Any employee requesting a day off for this purpose shall submit a written statement to their department head, which shall indicate the name of the deceased and the relationship to the employee.
- C. Jury Service: Full-time employees shall be excused from work when they are required to be present for jury service and shall receive their usual compensation during the time they are on jury service. Employees required to serve on a jury shall present their department head with a copy of the jury service notification indicating the date(s) they are to serve as soon as they receive the notice, but not later than one week in advance. Upon returning to work, the employee shall turn over to the Township their per diem fee for each day of jury service.
- D. Sick:
- 1) Full time employees shall receive fifteen (15) sick days per calendar year. For any full time employee employed less than one year, sick days shall be earned at the rate of 1-¼ days per month.
 - 2) Sick leave shall not accumulate from year to year. There will be no pay out of unused sick time at separation of service or at retirement.

- 3) Sick days shall be used for the employee's own illness, injury or disability. An employee may use up to five (5) of the allotted sick days per calendar year for well visits to the doctor or for the care of an immediate family member. For the purpose of this Article, immediate family member shall include wife, husband, daughter, son, stepdaughter, stepson, registered domestic partner, or a person with whom the employee is living in a spousal relation. In order for an employee to take sick leave for the care of a person with whom they share a spousal relationship, the employee must have notified the Township Administrator in writing in advance of the leave the name of the person and the fact that this person lives in the home with the employee in a spousal relationship.
- 4) Employees out of work due to illness for three (3) consecutive workdays must submit a doctor's note upon their return to work. Depending upon the circumstances, additional notes may be required by the Township.
- 5) The Township shall provide a disability plan for full time employees for up to 26 weeks of disability with a seven (7) day waiting period. The Township disability plan shall be substantially similar to the New Jersey Disability Plan.
- 6) Employees who have been employed by the Township for one year or more and who use less than three (3) sick days during a calendar year shall receive one (1) personal day in the next calendar year. Usage of this day shall be consistent with the personal day article.
- 7) Sick time is advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more sick time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned sick time. Such payment shall be deducted from the employee's last paycheck.
- 8) An employee who anticipates being absent due to illness, injury or disability must notify his or her supervisor prior to the start of the shift or workday if possible, no later than one hour past the start of the shift, on each day of absence for sick leave purposes, unless the employee provides a physician's certificate in advance noting the expected days of absence for the illness, injury or disability.

E. Vacation:

- 1) Full time employees hired before January 1, 2002 shall receive vacation in accordance with the following schedule:
 - a) Employees with less than one (1) year of service shall receive one (1) day of vacation time for each month of continuous employment from the date of employment to the time of the employee's vacation, not to exceed ten (10) working days.
 - b) Beginning with the second calendar year and through the third calendar year of continuous employment, employees shall receive ten (10) vacation days.

- c) Beginning with the fourth calendar year and through the seventh calendar year of continuous employment, employees shall receive sixteen (16) vacation days.
 - d) Beginning with the eighth calendar year and through the eleventh (11) calendar year of continuous employment, employees shall receive seventeen (17) vacation days.
 - e) Beginning with the twelfth calendar year and through the fifteenth calendar year of continuous employment, employees shall receive eighteen (18) vacation days.
 - f) Beginning with the sixteenth calendar year and through the eighteenth calendar year of continuous employment, employees shall receive nineteen (19) vacation days.
 - g) Beginning in the nineteenth year and for each year of continuous employment thereafter, employees shall receive twenty-two (22) vacation days.
- 2) Full time employees hired after January 1, 2002 shall receive vacation in accordance with the following schedule:
- a) Employees with less than one (1) year of service shall receive one (1) day of vacation time for each month of continuous employment from the date of employment to the time of the employee's vacation, not to exceed ten (10) working days.
 - b) Beginning with the second calendar year and through the fourth calendar year of continuous employment, employees shall receive ten (10) vacation days.
 - c) Beginning with the fifth calendar year and through the seventh calendar year of continuous employment, employees shall receive twelve (12) vacation days.
 - d) Beginning with the eighth calendar year and through the tenth calendar year of continuous employment, employees shall receive fifteen (15) vacation days.
 - e) Beginning with the eleventh calendar year and through the fifteenth calendar year of continuous employment, employees shall receive seventeen (17) vacation days.
 - f) Beginning with the sixteenth calendar year and through the twentieth calendar year of continuous employment, employees shall receive nineteen (19) vacation days.
 - g) Beginning in the twenty-first year and for each year of continuous employment thereafter, employees shall receive twenty (20) vacation days.
- 3) All employees shall schedule vacation time in advance, but in no event less than 72 hours prior to the requested vacation day. The employee's department head shall approve or deny all vacation requests in a timely

manner. The Township shall give consideration to emergency situations that do not meet the 72-hour prior notice.

- 4) Vacation time must be used in the year in which it is earned. Unused vacation time shall be forfeited.
- 5) The employee's department head and the Township Administrator shall approve or deny vacation requests for consecutive time in excess of two weeks.
- 6) Vacation time is advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more vacation time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned vacation time. Such payment shall be deducted from the employee's last paycheck.

F. Personal Days

- 1) Effective January 1, 2002, full time employees shall receive two (2) personal days per year. If an employee was hired after July 1st of any given year, they shall only receive one (1) personal day for the first year of employment. If an employee was hired after October 1st of any given year, they shall not receive any personal days for the remainder of that calendar year in which they were hired.
- 2) Personal days must be used in the year in which they are earned. Unused personal days shall be forfeited.
- 3) Personal days are advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more personal days than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned personal days. Such payment shall be deducted from the employee's last paycheck.

Article 9. Holidays

- A. The following days are considered holidays for full time employees:

New Year's Day
Martin Luther King Jr. Day
*Lincoln's Birthday
Presidents' Day
*Good Friday
Memorial Day
Independence Day
Labor Day
*Columbus Day
*Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day

Afternoon of Christmas Eve
Afternoon of New Year's Eve

- B. Holiday, unless denoted as a floating holiday, may only be used on the date designated for the holiday. Holidays indicated by an (*) asterisk are considered floating holidays. Municipal offices will be open on these days and every municipal department must be covered and opened on these days. Full time employees who work on these holidays will have the ability to take off another day later in that calendar year with the approval of their department head and 72 hours notice. Full time employees who work on these holidays will be paid at straight time and not premium time. Each department head will determine the necessary coverage for each floating holiday.
- C. Floating holidays must be used in the calendar year in which they are earned.
- D. If a floating holiday earned has not been used within 30 days of the holiday worked, the employee must request use of the day a minimum of two week's notice before the date requested for use of the floating holiday, subject to the approval of their department head.
- E. When holidays fall on weekends, the Township Administrator will determine on an annual basis when that holiday will be given to employees.
- F. When vacation is used in conjunction with a holiday, the holiday will be counted as holiday time off. When vacation is used in conjunction with a half-day holiday, half of the day will be counted as holiday time and the other half of the day will be counted as a half vacation day used. The employee shall factor this in when scheduling vacation time.

Article 10. Health Benefits

- A. Full time employees, defined as those who work 30 hours per week or more on a regular basis, are eligible to receive health benefits.
 - 1) Medical: The Township shall provide medical coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per health plan specifications.
 - 2) Dental: The Township shall provide dental coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per dental plan specifications.
- B. The Township reserves the right to change carriers and/or self-insure so long as substantially similar benefits are provided.

Article 11. Wages and Overtime

- A. Employees who are hired after July 1st of any calendar year shall not receive an annual increase until the January after they have completed their first year

of employment. For example, an employee hired on September 15, 2000 would not receive an annual increase until January 1, 2002.

- B. Increases in wages shall be provided as follows:
 - 1) January 1, 2004 – December 31, 2004 – 3.5%
 - 2) January 1, 2005 – December 31, 2005 – 3.5%
 - 3) January 1, 2006 – December 31, 2006 – 3.5%
 - 4) January 1, 2007 – December 31, 2007 – 3.5%
- C. Overtime for employees shall be paid according to the Fair Labor Standards Act. Lunch breaks are not considered as hours worked to calculate overtime. Hours beyond the normal workday as established by the Township shall be paid at straight time until the employee's total hours for the week reach forty (40) hours. Hours worked over forty (40) hours for the week shall be paid at time and a half.
- D. Overtime for Mechanics shall be paid as indicated in paragraph C above. Overtime distribution for Mechanics shall be done on the basis of a seniority list. If an employee is not available or declines overtime, they shall be skipped over and they shall not receive another overtime opportunity until the list is exhausted and the rotation comes to their name again. For the purpose of this Article, "seniority" will be defined as the total years working for the Township.

Article 12. Longevity

- A. Full time employees hired before November 1, 1993 shall receive longevity as follows:
 - 1) After five (5) years of service - 2%
 - 2) After ten (10) years of service - 4%
 - 3) After fifteen (15) years of service - 6%
 - 4) After twenty (20) years of service - 8%
 - 5) After twenty-five (25) years of service - 10%
- B. Full time employees hired after November 1, 1993 and before January 1, 2002
 - 1) After five (5) years of service - \$500.00
 - 2) After ten (10) years of service - \$1,000.00
 - 3) After fifteen (15) years of service - \$1,500.00
 - 4) After twenty (20) years of service - \$2,000.00
 - 5) After twenty-five (25) years of service - \$2,500.00
- C. Beginning January 1, 2002 for the above-mentioned employees, longevity pay will be rolled into base pay for all purposes as required by law. The longevity roll in shall be in lieu of lump sum longevity payments.

Article 13. Health and Safety

- A. The Township will comply with all regulations and guidelines of PEOSHA.
- B. Employees may submit concerns regarding workplace conditions that they believe may be unsafe or unhealthy. Except in emergent situations, concerns

shall be made in writing to the employee's department head with a copy to the Township Administrator.

Article 14. Uniforms

- A. For Parking Enforcement Officers (PEO), the Township will provide an initial issue of five pairs of pants, five short sleeve shirts, five long sleeve shirts, one rain parka, one spring jacket, one winter jacket and two caps. After receiving the initial issue as described above, PEO's will be required to purchase all replacement items from a clothing allowance of \$250 per year that shall be paid in April of each year.
- B. Each Code Enforcement Officer shall be supplied an initial jacket which shall be replaced on an as-needed basis.
- C. Mechanics, Custodians and Pool Maintenance—The Township will supply the following uniforms and shoes in the following time frames:
 - 1) five tee shirts, annually
 - 2) five short sleeve shirts, annually
 - 3) five long sleeve shirts, annually
 - 4) five pants, annually (two summer weight and three winter weight)
 - 5) one pair of work boots, annually (steel-tipped, unless medically restricted)
 - 6) one summer jacket, every two years
 - 7) one winter parka, every three yearsAdditionally, beginning January 1, 2002, each shall receive an annual \$100 clothing maintenance allowance in November of each year.
- D. Crossing Guards—The Township will supply each Crossing Guard with a uniform of the Township's choosing, which shall be replaced on an as-needed basis.
- E. Animal Control Officer – The Township shall supply pants and shirts and replace as needed.

Article 15. Personnel Files

The Township shall establish personnel files that shall be maintained under the direction of the Township Administrator. Employees shall have the ability to review and to respond in writing to any complaint, negative report or disciplinary action. The employee's response shall be placed in the personnel file.

Article 16. Union Representatives

- A. Members of the CWA who are elected or designated by the CWA to attend any meeting or education conference of the CWA or other group with which it is affiliated, shall be granted the necessary unpaid leave, provided that notification is given to the Township Administrator in writing by the CWA at least one week in advance, and provided that such request does not exceed six (6) working days per year in the aggregate for all members.

- B. The Township shall supply a bulletin board in the Police Department, the Public Works Department and the Municipal Building for the exclusive use of the CWA.
- C. One CWA shop steward will be granted reasonable time, with pay, to investigate a grievance and will be granted time, with pay, for participation in any step of the grievance procedure.
- D. Up to three (3) members of the CWA's negotiating committee will be granted time with pay to negotiate a successor contract.
- E. When employee representatives of the CWA are mutually scheduled by the Township and the CWA to participate during working hours in negotiations or grievance proceedings, such representatives shall continue to be paid for those hours. When negotiations or grievance proceedings go beyond the working hours, employees are considered on their own time and shall not be paid for such hours.

Article 17. Part Time Employees

- A. Part time employees hired prior to May 22, 2002 and who currently receive holidays and/or other leave time will continue to accrue this time pursuant to the employee's leave schedule in effect prior to May 22, 2002. Part time employees hired after May 22, 2002 are not eligible for holidays or other leave time unless specifically provided elsewhere in this contract.
- B. Part time employees hired prior to May 22, 2002 and who currently receive employer paid health benefits or longevity payments will continue to receive such benefits in effect prior to May 22, 2002. Part time employees hired after May 22, 2002 are not eligible for employer paid health benefits or longevity payments unless specifically provided elsewhere in this contract.

Article 18. Recall and Layoff

- A. If the Township decides to reduce the number of employees in any particular job group, the employee or employees with the least seniority shall be laid off first.
- B. In the event of a layoff, the employee or employees to be laid off should be given notice of at least forty-five days prior to the date of layoff.
- C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications to perform the work.

Article 19. Fully Bargained Provisions

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such

matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

Article 20. Savings Clause

If any provisions of this Agreement should be held invalid by operation of law or regulation by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article 21. Term and Renewal

This Agreement shall be in full force and effect as of the date of execution of this Agreement and shall remain in effect to and including December 31, 2007, without any reopening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Township at the date of execution of this Agreement. This Agreement shall continue in full force and effect from year to year thereafter, unless the Township or the CWA gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement.

For the Township of Maplewood:

Michael LeMond

For the CWA:

William Hernandez CUP

L Buckley - CWA Staff

Salary Schedule

Title	Starting Salary			
	2004	2005	2006	2007
Account Clerk	\$19,200	\$20,500	\$21,750	\$23,000
Administrative Assistant	\$25,075	\$26,500	\$26,500	\$26,500
Animal Control Officer	\$30,050	\$30,050	\$30,050	\$30,050
Assistant to Construction Official	\$19,200	\$20,500	\$21,750	\$23,000
Assistant to Zoning Officer	\$19,200	\$20,500	\$21,750	\$23,000
Assistant to Zoning Officer P/T	\$12,500	\$12,500	\$12,500	\$12,500
Crossing Guard	\$10.00/hour	\$10.00/hour	\$10.00/hour	\$10.00/hour
Custodian	\$19,200	\$20,500	\$21,750	\$23,000
Jitney Driver P/T	\$10.00/hour	\$10.00/hour	\$10.00/hour	\$10.00/hour
Mechanic	\$30,050	\$30,050	\$30,050	\$30,050
Office Assistant I	\$17,850	\$19,200	\$20,500	\$21,750
Office Assistant II	\$19,200	\$20,500	\$21,750	\$23,000
Office Assistant III	\$22,625	\$23,000	\$24,000	\$24,750
Parking Enforcement Officer	\$19,200	\$20,500	\$21,750	\$23,000
Payroll Supervisor	\$27,550	\$27,550	\$27,550	\$27,550
Pool Maintenance Worker	\$27,550	\$27,550	\$27,550	\$27,550
Program Supervisor I	\$25,075	\$25,075	\$25,075	\$25,075
Program Supervisor P/T	\$12,000	\$12,000	\$12,000	\$12,000
Recreation Bldg Attendant P/T	\$5.50/hour	\$6.50/hour	\$6.50/hour	\$6.50/hour
Registrar	\$25,075	\$25,075	\$25,075	\$25,075
Secretary P/T	\$8.00/hour	\$8.00/hour	\$8.00/hour	\$8.00/hour
Senior Bus Driver P/T	\$10.00/hour	\$10.00/hour	\$10.00/hour	\$10.00/hour
Violations Clerk	\$19,200	\$20,500	\$21,750	\$23,000

Jitney Drivers are paid at a rate of \$10.00 per hour for first year of employment, \$12.00 per hour for the second year of employment, and \$14.00 per hour for the third year of employment. These increases are effective on the anniversary date of hire. Following the third year of employment, Jitney Drivers are subject to the raise established in the CWA contract.

This contract excludes confidential, casual, seasonal and all other employees excluded by the New Jersey Employer Employee Relations Act.

These starting salaries are a minimum that an employee is to be paid upon initial hire. The Township has the discretion to start an employee at a higher rate.

Side Letter regarding the alternative sick leave program

A. Notwithstanding the provisions of Article 8.D of the contract to the contrary, the following provisions shall apply to any employee who was hired prior to January 1, 2002 and who also was hired with a condition of employment being eligible for a sick leave program of up to 90 days per year at full pay and up to an additional 90 days at half pay.

1. On January 1 of each year there shall be established a pool of sick days for these above-described employees to utilize. The pool shall contain a number of sick days based upon the following formula: *Number of employees eligible for this program times 135 days*. For example, if on January 1 there were 25 employees eligible for this alternative sick leave program, the number of days in the pool for that year would be 25 employees times 135, or 3375 sick days.
2. Whenever any eligible employee leaves the employ of the Township, the formula will be revised by one employee. Thus, with the above example, if two employees left in 2002, the formula will be revised in 2003 to be: 23 employees times 135 sick days, or 3105 sick days.
3. Each eligible employee will deplete the pool for any sick day utilized. The first 90 days utilized by any one employee will deplete the pool on a one-for-one basis. After an eligible employee has utilized 90 sick days in a calendar year, the pool shall be depleted of ½ day for every day out sick.
4. Eligible employees will be paid for up to 90 sick days at full pay and up to an additional 90 days at ½ pay.
5. It is understood that when all eligible employees have left the employ of the Township, this program shall cease.

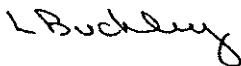
For the Township of Maplewood:



Dated:

1/18/2005

For the Communications Workers of America:



Dated: 1/13/05