

AGREEMENT

BETWEEN

CWA LOCAL 1034, AFL-CIO
BRANCH 4

and

THE BOROUGH OF RED BANK

TERM OF CONTRACT

JANUARY 1, 2005 through DECEMBER 31, 2008

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PREAMBLE

This AGREEMENT made this 27th day of June, 2005, by and between the BOROUGH OF RED BANK, hereinafter referred to as the "Employer" or "Borough" and CWA LOCAL 1034-AFL-CIO, BRANCH 4, hereinafter referred to as the "Union".

This Agreement is entered into between the Employer and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution of grievances and establishment of rates of pay, hours of work and other terms and conditions of employment.

SECTION 1.

RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for all full time Blue Collar employees employed in the Roads, Parks, Sanitation, Maintenance and Custodial Departments and all Office and Clerical employees, as described in PERC Certification of Representation Docket No. R099-27 but excluding Managerial Executives, Confidential employees and Supervisors within the meaning of the NJ Employer—Employee Relations Act, Craft employees, Professional employees, and all other employees. The current positions or job titles of the employees covered by this Agreement are set forth on Exhibit "A" (Entry Level Salaries) attached. If new positions open or job titles

change, then the parties agree that Exhibit "A" shall be supplemented or amended.

SECTION 2. NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political or union affiliation.

SECTION 3. FUNCTIONS OF MANAGEMENT

A. The Management of the Borough and direction of the working force is vested in the Employer which shall have the right to direct the operation and affairs of the Employer in all of its various aspects.

B. The Employer shall have the right to establish and maintain the rules and regulations not in conflict with this Agreement covering the operation of the Borough and the conduct of its Employees. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management.

C. The Employer retains the rights to direct the working forces; to plan, direct and control all the operations and services of the Borough: to determine the methods, means,

organization and personnel by which such operations and affairs are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; provided however, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

SECTION 4. DUES DEDUCTION AND CHECK-OFF

A. The employer agrees to deduct from the wages of bargaining unit employees union dues and/or agency shop fees. Such deductions shall commence on the sixty-first (61st) calendar day of employment and shall be made in accordance with the terms of this agreement and applicable State Law and shall be forwarded to the Local Union office on a monthly basis.

B. Upon receipt of a written check-off authorization from an employee who signs an Authorization Card, the Borough shall deduct from the employee's pay, during the month following the filing of such card with the Employer, the dues of the Union and remit such deduction to the Union.

C. The Union shall notify the Borough Treasurer in writing in the exact amount of dues and/or agency fees to be deducted. If during the life of this Agreement there shall be any change in set amounts the Union shall furnish the Employer written notice thirty (30) days prior

to the effective date of such change and shall furnish to the Employer an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

E. Employees within the Bargaining Unit group who do not become or remain members in good standing of the Union shall be assessed a fair share/agency shop fee to the Union representing the fair share of costs associated with collective bargaining and contract administration incurred by the union, but in no event shall such fee exceed eighty-five percent (85%) of the regular dues amount.

SECTION 5.

HOURS OF WORK/OVERTIME

A. The regular hours of work shall be consecutive, except for interruption for meal periods and authorized coffee breaks. The regular working period varies depending upon the nature of the work. The following is applicable:

1. The normal work week for clerical or white collar workers is Monday through Friday. 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. which time period includes a one hour

lunch period. Employees performing the following job titles shall work a 35 hour week.

Administrative Assistant
Bookkeeper
Bus Driver
Clerk
Deputy Court Clerk
Outreach Worker/Secretary Senior Citizens Center
Police Records Clerk
Registrar of Vital Statistics
Secretary
Senior Computer Operator
Senior Secretary
Senior Technical Assistant, Office of the Construction Official
Technical Assistant, Office of the Construction Official

2. The normal work week for public works and blue collar employees shall consist of a five (5) day forty (40) hour week, exclusive of a one hour meal break. Employees performing the following job titles shall work a 40 hour week.

Custodian
Head Groundskeeper
Heavy Equipment Mechanic
Heavy Equipment Operator/Tree Trimmer
Meter Reader
Parks Worker
Public Works Worker/Packer
Sanitation Driver
Sanitation Driver/Packer
Senior Filter Plant Operator
Solid Waste Forman
Street Sweeper Operator
Supervisor Bldgs/Grounds
Supervisor Mechanics
Supervisor Streets & Solid Waste
Supervisor Water Sewer
Water/Sewer Operator
Well Operator

3. The Public works water well operators' normal work week routinely includes

Saturday and Sunday. Premium pay of an additional one (\$1.00) dollar per hour shall be paid to these employees who work Saturday and/or Sunday as part of their regular work week.

4. The Dispatchers' normal work week shall consist of 40 hours on a "Hoboken" type rotating schedule of days on and days off as approved by the Police Chief.

5. Employees working in Parking Enforcement and Code Enforcement (Animal Control Officer; Parking Enforcement Officer; Code Enforcement Officer, Fire Prevention Inspector; Deputy Fire Marshal, and/or similar enforcement personnel) shall work a 35 hour work week, exclusive of a one hour daily meal break, with two consecutive days off (but not necessarily weekend days off).

B. Overtime.

1. Overtime work may be scheduled consistent with the requirements of the Borough. During emergency conditions, employees must report to work when required by their supervisor.

2. Time and one-half (1-1/2) times the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) per day or forty (40) per week, and for all non-scheduled hours worked on Saturday or Sunday. For the purpose of computing overtime, all earned (e.g. vacation) paid time shall be considered as hours worked.

3. Overtime shall be rotated among the employees in the same job classification and department on a voluntary seniority basis first, and if there are insufficient volunteers to meet manning requirements, the overtime shall be assigned on an involuntary inverse seniority basis with the employee with the least seniority being first.

4. Overtime pay to an employee who works a prescribed work week of thirty-five (35) hours at the rate of time and one-half (1-1/2) times the employee's regular rate of pay shall be paid for all hours worked in excess of seven (7) per day or thirty-five (35) per week, and for all non-scheduled hours worked on Saturday or Sunday. For the purpose of computing overtime, all earned (e.g. vacation) paid time shall be considered as hours worked.

C. Coffee Break Policy shall remain consistent with that established by the Policies and Procedure Manual.

D. The Borough will make every reasonable effort to establish a system and schedule that will enable payment for overtime hours worked to be made in the pay period following the pay period during which the overtime occurred.

E. Employees required to remain at work in the event of an unscheduled official closing of Borough Facilities shall receive compensatory time at the rate of 1-1/2 hours for each hour of closure. Official closing of Borough Facilities shall be those authorized by the Mayor and/or Administrator in the event of a weather emergency, loss of power for an extended period, or other similar emergencies.

F. Employees that leave work due to emergencies beyond their control may be given the opportunity to make up lost time on an hour for hour basis at the discretion of their Department Head.

SECTION 6. GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. 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 aggrieved or the Union shall institute action under the provision hereof within five (5) calendar days after the event and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally under Step One within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the Department Head. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Department Head or his designated representative shall meet within five (5) days, with the employee or the Union, unless such meeting is waived in writing, and shall respond in writing within ten (10) days of the close of this informal hearing.

Step Three: If the Union wishes to appeal the Step Two decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous

correspondence relating to the matter in dispute. The Business Administrator shall conduct an informal hearing within five (5) days and shall respond in writing within ten (10) days of the close of this informal hearing.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. The aggrieved employee shall have the right to request the presence of the Steward during any attempt between the parties to resolve the written grievance.

G. The Union will make every effort to avoid unnecessary and frivolous submission of grievances to arbitration under PERC Rules.

SECTION 7. BULLETIN BOARD

A. Official bulletin boards are located at the Municipal Complex, 90 Monmouth Street; Public Utilities Office, 75 Chestnut Street; and the Senior Citizen Center, 80 Shrewsbury Avenue. Space on the official bulletin boards will be provided for the Union and notices affecting Borough Employees, or regarding Borough employment will be posted at these locations.

SECTION 8. LABOR/MANAGEMENT SAFETY COMMITTEE

A. A joint labor/management Health and Safety committee shall be comprised of three members selected by each party. The Committee shall meet every two months or as needed to discuss and make recommendations concerning issues of safety and health, including issues of safety and health relating to protective clothing and equipment.

B. For purposes of efficiency, each party shall prepare and submit in writing to the other party, any agenda or items desired to be discussed. Such writing shall be delivered at least three (3) days before the scheduled meeting.

SECTION 9.

SENIORITY

A. Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire. Employees who have the same date of hire shall have their seniority determined by establishing the lowest Social Security Card number. Seniority shall be lost if an employee:

1. Is discharged for just cause.
2. Is laid off for a period of more than one year, or a period equal to the employee's length of service, whichever is sooner.
3. Fails to report to work or offer an acceptable reason for five consecutive working days.

B. Former employees rehired by the Borough may recoup their past service with the Borough back to their original date of initial hire once they have completed ten (10) years of continuous service in good standing (in their second tenure with the Borough). This provision shall apply regardless of the reasons why the employee left the employ of the Borough during the initial employment tenure.

SECTION 10.

UNION REPRESENTATION

A. Provided prior approval is obtained from the Employer, an authorized

representative of the Union may have access to the Employer's facility during working hours for the purpose of adjusting disputes and ascertaining that the agreement is being adhered to; provided however, that there is no interruption of the Employer's working schedule. The Union shall provide the Employer with a written list of the authorized representatives which list may be changed from time to time by written notice to Employer.

B. The Union shall notify the Borough in writing as to the names of the Chief Steward, five Stewards and its Executive Board Member at Large.

C. The appropriate Steward shall be permitted to visit with employees during working hours at their work stations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head of the Department. Such permission will be granted as long as the work of the Department is not impaired. Further reasonable time so spent by Stewards shall be without loss of pay; excessive or abuse of time shall be without pay.

D. The Steward shall not give orders to employees nor countermand orders of supervisory personnel.

E. The Borough agrees to release the Chief Steward and Executive Board Member at Large at 4:00 p.m., if necessary, not more than once per month to attend local union meetings without pay.

SECTION 11.

UNIFORMS

A. Employees whose jobs require uniforms or special clothing or equipment as determined by the Department Head will be provided such uniforms or special clothing for on-job use only. Protective coveralls shall be provided to employees in inspection capacities, such as health, fire and building inspection employees, which inspections may result in damage to the employee's clothing. Work-shoes shall be provided to the designated employees in accordance with past practice.

B. Employees provided uniforms that are not washable will be reimbursed for one-half (1/2) of dry cleaning expenses upon presentation of appropriate documentation.

SECTION 12.

PROBATIONARY PERIOD

All new employees shall serve a probationary period of ninety (90) working days and shall be so advised when appointed.

A. PURPOSE. The purpose of the probationary period is to enable the employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

B. EVALUATION. Constructive evaluations may be conducted during the

probationary period. This evaluation should suggest ways for the employee to improve his/her skill and job performance.

C. EXTENDED PROBATIONARY PERIOD . In-recognition of the fact that a fair evaluation in some positions may take longer than ninety (90) working days, the Employer may extend the original 90 working day probationary period to provide for a second ninety work day probationary period; provided however, it is agreed that this extended probationary period may occur only upon recommendation of the employee's Department Head and the written concurrence of the Union and the employee. The same terms of constructive evaluation set forth in the original probationary period shall apply to this extended probationary period.

D. COMPLETION OF PROBATION. The Borough has the right to deny permanent status to any probationary employee at any time during the probationary period, in which case and at such time, said employee's employment shall be terminated. Following successful completion of the probationary period, an appointee shall become a permanent employee and the employee's seniority shall commence with the date of hire.

E. PROBATIONARY EMPLOYEE RIGHTS. A probationary employee shall generally enjoy the same benefits and rights as permanent employees, but shall not have recourse to the grievance procedure and may be separated without right of appeal.

SECTION 13.

RE-HIRED EMPLOYEES

Former Union Employees who are subsequently re-hired shall receive compensation and benefits, such as vacation, utilizing their most recent date of hire as the reference date.

SECTION 14.

SALARIES

A. Effective January 1, 2005 all bargaining unit employees employed as of July 1, 2005 shall receive salaries for employment in the years 2005, 2006, 2007 and 2008 in accordance with the Step Guide identified as Schedule "A" as attached hereto and incorporated herein. Due to the negotiated job reclassifications, attached as Schedule "B" is a chart outlining where employees shall be placed in the new job classifications contained in Schedule "A".

B. For those employees receiving compensation greater than the highest pay level for their job classification listed in Schedule "A", their salaries will increase as follows:

1. Effective January 1, 2005 each employee's salary shall increase by 4.5%.
2. Effective January 1, 2006 each employee's salary shall increase by 4%.
3. Effective January 1, 2007 each employee's salary shall increase by 3.5%.
4. Effective January 1, 2008, each employee's salary shall increase by 3.5%.

C. Entry level salaries for the various job titles shall be as shown on Exhibit "A" attached hereto and incorporated herein.

D. It is expressly agreed that, notwithstanding the above, the salaries of existing employees shall not be less than the entry level salaries for that employees' job title.

E. Employees reclassified to positions with a higher rate of pay shall receive the entry level salary for the new position or a four (4%) percent increase in the employee's current base salary, whichever is greater.

F. The Union may request, in the event particular employees have assumed additional responsibilities due to job related training or attainment of job-related certifications, that the Borough provide mid-year guide advancement for said individuals. The Borough shall not unreasonably withhold its approval for such mid-year guide advancement.

SECTION 15.

LONGEVITY

A. Full time employees hired before October 10, 1999, will receive, in addition to base salary, longevity pay at the rate of five hundred (\$500.00) dollars annually for each five (5) years of employment.

B. For all employees hired after October 10, 1999 the following longevity benefits shall be applicable:

| | | <u>Cumulative</u> |
|---------------------|----------|-------------------|
| Less than 5 years | 0 | |
| 6 through 10 years | \$500.00 | \$ 500.00 |
| 11 Through 15 years | \$500.00 | \$1,000.00 |
| 16 through 20 years | \$500.00 | \$1,500.00 |
| 21 through 25 years | \$500.00 | \$2,000.00 |
| 26 years or more | \$500.00 | \$2,500.00 |

C. This longevity pay is payable the first day of the month following the anniversary date, and shall be payable in semi-monthly installments along with base salary.

SECTION 16. HOLIDAYS

A. Employees shall be entitled to twelve (12) paid holidays as follows:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Election Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |

B. Whenever a holiday, as specified above, falls on a Saturday, the holiday shall be celebrated on the Friday before the holiday. Whenever a holiday, as specified above, falls on a Sunday, the holiday shall be celebrated on the Monday following the holiday.

C. Employees are required to work the last day prior to the holiday and the first working day following the holiday in order to be paid for the holiday, unless the employee is on an approved earned time leave.

D. If an employee works on a holiday he shall receive one and one-half (1 1/2) times his straight time hourly rate for all hours worked in addition to eight (8) hours straight time for holiday pay.

E. An employee on sick leave for three (3) or more consecutive work days either before or after a holiday shall be eligible for holiday pay provided that acceptable medical evidence of the need for said sick leave is presented to the Borough administrator.

SECTION 17.

VACATIONS

A. Full-time employees will receive vacations with pay as follows:

1. During the calendar year of appointment, an employee will earn one-half (1/2) day for each month worked.

2. During the calendar year after appointment, the employee will be credited with ten (10) days vacation on January 1, but the vacation shall not be taken prior to June 1.

3. After the first full calendar year and through the fifth (5th) year, ten days vacation.

4. From the sixth (6th) year up to the tenth (10th) year, inclusive, fifteen (15) days.

5. From eleven (11) years to fifteen (15) years - 20 days.

6. From sixteen (16) years to twenty-nine (29) years 25 days.

5. From the thirtieth (30) year, 30 days.

B. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

C. An employee may reserve no more than five (5) vacation days into the ensuing year, if his or her vacation has not been used due to illness or action of the Employer.

D. The employer agrees to pay for vacation days prior to the employee going on vacation provided:

1. The employee is taking not less than five (5) days vacation time; and,

2. The Borough Finance Office is notified in writing at least ten (10) days prior to the commencement of the vacation that the employee requests vacation pay prior to going on vacation.

E. PROCEDURE. All vacations must be scheduled and approved by the department head. It is his/her responsibility to schedule individual vacations so that the activities of the Employer will be carried on with a minimum of interruption and

inconvenience.

F. PRO RATA ADJUSTMENT. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation leave, and same shall be deducted from final pay.

SECTION 18.

VACATIONS FOR EMPLOYEES HIRED
AFTER OCTOBER 10, 1999

A. Full-time employees hired after October 10, 1999 will receive vacations with pay as follows:

1. During the calendar year of appointment, an employee will earn one-half (1/2) day for each month worked.
2. During the calendar year after appointment, the employee will be credited with ten (10) days vacation on January 1, but the vacation shall not be taken prior to June 1.
3. After the first full calendar year and through the fifth (5th) year, ten days vacation.
4. From the sixth (6th) year up to the twelfth (12th) year, fifteen (15) days.
5. Beginning with the thirteenth (13th), year twenty (20) days of vacation.

B. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

C. An employee may reserve no more than five (5) vacation days into the ensuing year, if his or her vacation has not been used due to illness or action of the Employer.

D. Employer agrees to pay for vacation days prior to the employee going on vacation provided:

1. The employee is taking not less than five (5) days vacation time; and
2. The Borough Finance Office is notified in writing at least ten (10) days prior to the commencement of the vacation that the employee requests vacation pay prior to going on vacation.

E. PROCEDURE. All vacations must be scheduled and approved by the department head. It is his/her responsibility to schedule individual vacations so that activities of the Employer will *be carried on* with a minimum of interruption and inconvenience.

F. PRO RATA ADJUSTMENT. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation leave, and same shall be deducted from final pay.

SECTION 19.

SICK LEAVE

A. DEFINITION:

Sick leave is the absence from post of duty of an employee because of illness, accident (not arising out of, or in the course of, his employment), exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill and requires the care or attention of such employee. Sick leave shall also be interpreted to include maternity leave.

B. POLICY:

1. Full-time employees shall receive fifteen (15) days of sick leave per year accumulated at the rate of one and one-quarter (1-1/4) days per month, except that during the first calendar year of service, a full-time employee shall earn one (1) working day of sick leave for each month of service, but no more than five (5) days.

2. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay if and when needed. However, no employee shall be allowed to accumulate a total sick leave in excess of 260 days.

3. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of sick days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more sick leave than that to which the employee is entitled, that employee shall be assessed the per

diem rate of pay for the excess sick leave, and same shall be deducted from final pay.

4. A medical certificate may be required as proof of the employee's illness or of the need for the employee's attendance upon a member of his/her family. The medical certificate will be required after absence of five (5) or more consecutive days.

5. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

6. Abuse of sick leave is grounds for disciplinary action.

7. For the purpose of sick leave, "immediate family" means: spouse, child, step-child, foster-child, or other individuals residing in the employee's household.

8. An employee who has exhausted his/her paid sick leave, vacation and personal days, may be granted unpaid sick leave of absence for a maximum of four (4) calendar months. During this time health benefits will continue to be paid by the Employer.

9. If, at the end of four months the employee is unable to return to work, he/she will be terminated from employment.

10. The employee must submit a written request to the Borough Administrator for a sick leave of absence. If the employee is unable to make this request personally it may be made by an immediate family member or, in the absence of such a family member, may be made by the employee's Department Head.

11. Employees wishing to take sick leave must notify their Department Head

within thirty (30) minutes of their scheduled starting time each day of the required absence.

12. If medical certificate is required, it shall be given to the employee's Department Head prior to returning to work. The Department Head will forward the medical certificate to the Administrator's Office for inclusion in the employee's personnel folder.

13. Upon retirement employees hired prior to January 1, 1994 will be reimbursed for up to 260 days of accumulated sick leave.

14. An employee hired after January 1, 1994 will be paid on retirement for one-half of accumulated sick leave, not to exceed \$15,000.00.

SECTION 20.

BEREAVEMENT LEAVE

A. An employee may be granted time off with pay, not to exceed three (3) days, in the event of a death in his/her immediate family. The time off shall not be charged to vacation, personal, or sick leave. NOTE - "immediate family" means spouse, father, mother, foster-parent, step-parent, father-in-law, mother-in law, child, step-child, foster-child, grandparent, grandchild, sister, brother; and aunt, uncle, nephew, niece, or other relative of the employee residing in the employee's household.

B. The Borough may also provide one (1) day's leave in the event of the death of a relative not a member of the employee's immediate family or household.

C. Any additional leave must be approved by the employee's Department Head and charged against vacation, sick, or personal leave.

D. PROCEDURE - An employee should notify his/her department head of a death in his/her family and of the need for leave as soon as possible.

E. Any leave beyond the normal bereavement leave should be requested when the Department Head is first notified. The Department Head may require that the employee explain the need for additional leave. The employee should designate the leave to be charged whenever the additional leave is granted. Reasonable proof of death and relationship may be required.

SECTION 21

CALL-IN PAY

If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate. The Borough shall have the right to retain the employee on duty for the minimum time period.

SECTION 22

POSTING OF JOB OPENINGS

A. All job openings or vacancies shall be posted on the Bulletin Boards for a period of one week prior to public advertisement. During such time employees who are interested in being considered for the position may submit their application to the Borough Administrator.

B. Selection for filling such openings shall be made on the basis of skill, ability and experience. When all factors are otherwise equal, seniority shall be the governing factor.

SECTION 23.

OUT OF TITLE PAY

A. An employee may be temporarily assigned to functions of a different job classification with a higher pay within the unit covered by this Agreement for a reasonable period of time (a reasonable period of time is defined as three (3) consecutive working days). Commencing on the fourth (4th) consecutive day, the employee's compensation shall be increased to the entry level rate of the different job classification, or four percent (4%) more than the employee's current pay, whichever is higher. An employee temporarily assigned functions of a lower rated job shall continue to receive his/her regular rate of pay.

B. A temporary assignment to a different, higher paying job classification requires the employee to assume all duties and responsibilities of the new position in order to receive the higher rate for the job.

SECTION 24.

LEAVES OF ABSENCE

A. Any employee desiring a leave of absence from the Borough shall secure written permission from the Borough. Such leaves shall be without pay.

B. Approval of such leave of absence shall be at the sole discretion of the Borough.

C. The maximum leave of absence shall be for three months. The leave may be renewed for one three month period upon request. Additional leave can be considered upon request.

D. Seniority shall continue to accrue while an employee is on a leave of absence.

E. Denial of request for leave of absence by the Borough shall not be grounds for grievance or arbitration.

SECTION 25.

PERSONAL DAYS

A. Full-time Borough employees are credited with four (4) days per calendar year in addition to existing vacation and sick leave. Personal days are earned on the basis of one (1) personal day for each three (3) months service. Personal days may be taken in increments of one-half (1/2) day. Personal days shall not accumulate from year to year.

B. PROCEDURE. An employee wishing to take a personal day must submit a request in writing to his/her Department Head at least 24 hours in advance.

C. Department heads will make every effort to honor the request. The Department Head will approve or disapprove the request in writing and will forward it to the Borough Administrator for inclusion in the employee's personal folder.

D. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of personal days shall be pro rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more personal leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess personal leave, and same shall be deducted from final pay.

SECTION 26.

MEDICAL BENEFITS

A. COVERAGE

All full-time employees are provided Medical, Hospital, Dental and Co-Pay Prescription insurance on a group basis at Borough expense. Coverage shall be effective (30) days after date of employment and shall continue for one (1) month following the month of termination of employment, except as provided in Section 29 "Layoffs and Recall", Paragraph G herein.

B. CHANGES

The Borough retains the right to change insurance carriers so long as substantially similar benefits are provided. Employees shall report any changes in employee's marital status or dependents covered so as to insure complete medical coverage.

C. CO-PAY

All employees hired after January 1, 1994 will contribute up to 15% of the cost of the medical benefit insurance premium. However, such co-payment shall not exceed 5% of the individual employee's base salary.

D. OPTIONAL MONEY IN LIEU OF MEDICAL BENEFITS

An employee who demonstrates to the Borough that he or she has duplicate health insurance coverage and desires to discontinue Borough coverage may do so, and, in that event, the Borough will pay the employee in regular paycheck pro rata installments additional compensation of \$1,500.00 per year. This compensation is taxable, but is not considered to be salary. Such an employee would be required to sign a waiver acknowledging that if he or she chooses to return to Borough coverage, then the \$1,500.00 payment shall cease and such employee will be treated for such benefits as a new enrollee. The waiver shall also state that there may be conditions imposed upon the Borough by the insurance carrier such as, but not limited to, non-coverage for pre-existing conditions and 30 day waiting period.

E. CONTINUATION OF COVERAGE AFTER RETIREMENT.

Pursuant to N.J.S.A. 40A:10-23, eligible employees shall continue to receive medical, hospital, dental and co-pay prescription coverage and retirement all as more particularly set forth in Chapter X "Personnel Policies", Subsection entitled "Retirement" of the Revised General Ordinances of the Borough of Red Bank.

SECTION 27.

DISABILITY INSURANCE

During the term of this Agreement, the Employer shall continue to enroll the employees in the State of New Jersey Disability Insurance Plan (Co-Contributory).

SECTION 28.

JURY DUTY

A. An employee who is required to serve as grand or petit juror shall be paid his/her regular rate of pay by the Borough. Any compensation the employee receives as a juror shall be returned to the Borough.

B. PROCEDURE. An employee who is summoned for service as a grand or petit juror shall immediately provide his/her Department Head with a copy of the summons so that arrangements may be made to cover his/her assignments.

C. If the employee is released early from jury duty, he/she should contact his/her Department Head to determine whether his/her *services are* required for the remainder of the day.

SECTION 29

LAYOFFS AND RECALL

A. In the event of a reduction in force, seniority within the affected

classification(s) shall be the determining factor in the order of layoffs provided the senior employee(s) have the qualifications to perform the remaining work. Senior employees who are displaced may bump less senior employees in positions where the senior employee has the ability to perform the requirements of the job. Recall shall also be determined by seniority and the ability to perform the functions of the job for which recall is made.

B. For purposes of layoffs and bumping, the negotiating unit is not Borough-wide. Bumping shall be to related job classifications or titles in Schedule "A".

C. In the event the bumping involves a downgrade in position, then the bumping employee's compensation will be adjusted to the compensation of the new position with the appropriate adjustment for year's of service. For example, if an employee has ten years service and has to bump down the employee would be paid that salary which would be equal to the new position held by an employee of ten years service.

D. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee.

E. Each employee is required to notify the Borough of any change of address and/or telephone number within two (2) working days of said change.

F. Employees shall retain recall rights for a period of one (1) year from the date of layoff. Upon notice of recall, employees shall, within 36 hours, make arrangements with the Borough or their return to work. The employees shall be required to return to work within five (5) working days from the notice of recall.

G. In the event of a lay-off or termination of employment under this Section, the Borough agrees to provide to such employee the following:

1. Employees being laid off shall be given a minimum of two weeks notice or two weeks pay in lieu thereof. This payment is in addition to item #3 immediately below.
2. Continued medical benefits for a period not to exceed ninety (90) days.
3. One week's pay for each full year of service to the Borough to a maximum of twenty-five (25) week's wages.
4. Pay for all vacation, personal and compensatory time in wages that have been earned and accrued at the time the lay-off occurs.

SECTION 30. **PERSONNEL POLICIES AND WORK RULE MANUALS**

A. The parties understand that they are bound by the personnel handbook issued by the Borough of Red Bank to the extent that it is not inconsistent with any specific provisions hereof.

B. The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. Any proposed new rules, regulations or procedures or any changes in rules, regulations or procedures which directly affect the terms and conditions of employment shall be discussed with the Union.

D. Whenever possible, the Union shall be provided with 30-day advance written notice of any change in the personnel handbook or work rules.

SECTION 31.

NO-STRIKE, ETC.

A. It is understood that there shall be no strikes, sit-downs, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any officer, representative or official of the Union, authorize, assist, take part in, or encourage any such strikes, sit downs, slowdowns, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. If any employee, or group of employees, represented by the Union, should violate the intent of this paragraph, the Union through its proper officers, shall promptly notify the Borough in writing of its disapproval of such violation.

B. The Borough reserves the right to discipline or discharge any employee or employees who violate the provision of this Article.

C. 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 in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

SECTION 32.

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions

shall not be affected thereby and shall continue in full force and effect. In such event, the parties shall meet to discuss the issue and attempt to negotiate replacement language if needed.

SECTION 33.

COMPLETE CONTRACT

It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties and may only be modified by the mutual written agreement of the parties. The Union agrees not to pursue alleged retroactive salary adjustments for mistakes and/or violations which occurred under a prior Agreement.

SECTION 34.

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective on January 1, 2005, and shall remain in full force and effect up to and including December 31, 2008, at which time it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to that date. The provisions are applicable to those employees actively employed at the end of the signing of this Agreement and to those subsequently hired. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

BOROUGH OF RED BANK
 CONTRACT NEGOTIATIONS
 Payscale for CWA WORKERS

| <u>LABORER</u> | | | | <u>SKILLED DRIVER/OPERATOR/WORKER</u> | | | | | |
|----------------|-------------|-------------|-------------|---------------------------------------|----------|-------------|-------------|-------------|-------------|
| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
| LEVEL 1 | \$ 12.98 | \$ 12.98 | \$ 12.98 | \$ 12.98 | LEVEL 1 | \$ 13.30 | \$ 13.30 | \$ 13.30 | \$ 13.30 |
| LEVEL 2 | \$ 13.88 | \$ 13.88 | \$ 13.88 | \$ 13.88 | LEVEL 2 | \$ 14.20 | \$ 14.20 | \$ 14.20 | \$ 14.20 |
| LEVEL 3 | \$ 14.78 | \$ 14.78 | \$ 14.78 | \$ 14.78 | LEVEL 3 | \$ 15.10 | \$ 15.10 | \$ 15.10 | \$ 15.10 |
| LEVEL 4 | \$ 15.68 | \$ 15.68 | \$ 15.68 | \$ 15.68 | LEVEL 4 | \$ 16.00 | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| LEVEL 5 | \$ 16.58 | \$ 16.58 | \$ 16.58 | \$ 16.58 | LEVEL 5 | \$ 16.90 | \$ 16.90 | \$ 16.90 | \$ 16.90 |
| LEVEL 6 | \$ 17.48 | \$ 17.48 | \$ 17.48 | \$ 17.48 | LEVEL 6 | \$ 17.80 | \$ 17.80 | \$ 17.80 | \$ 17.80 |
| LEVEL 7 | \$ 18.37 | \$ 18.37 | \$ 18.37 | \$ 18.37 | LEVEL 7 | \$ 18.70 | \$ 18.70 | \$ 18.70 | \$ 18.70 |
| LEVEL 8 | \$ 19.18 | \$ 19.18 | \$ 19.18 | \$ 19.18 | LEVEL 8 | \$ 19.55 | \$ 19.55 | \$ 19.55 | \$ 19.55 |
| LEVEL 9 | \$ 20.03 | \$ 20.03 | \$ 20.03 | \$ 20.03 | LEVEL 9 | \$ 20.40 | \$ 20.40 | \$ 20.40 | \$ 20.40 |
| LEVEL 10 | \$ 20.88 | \$ 20.88 | \$ 20.88 | \$ 20.88 | LEVEL 10 | \$ 21.25 | \$ 21.25 | \$ 21.25 | \$ 21.25 |

| <u>MECHANIC</u> | | | | <u>DISPATCHERS</u> | | | | | |
|-----------------|-------------|-------------|-------------|--------------------|----------|-------------|-------------|-------------|-------------|
| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
| LEVEL 1 | \$ 14.30 | \$ 14.25 | \$ 14.25 | \$ 14.25 | LEVEL 1 | \$ 12.98 | \$ 12.98 | \$ 12.98 | \$ 12.98 |
| LEVEL 2 | \$ 15.15 | \$ 15.10 | \$ 15.10 | \$ 15.10 | LEVEL 2 | \$ 13.88 | \$ 13.88 | \$ 13.88 | \$ 13.88 |
| LEVEL 3 | \$ 16.00 | \$ 15.95 | \$ 15.95 | \$ 15.95 | LEVEL 3 | \$ 14.78 | \$ 14.78 | \$ 14.78 | \$ 14.78 |
| LEVEL 4 | \$ 16.85 | \$ 16.80 | \$ 16.80 | \$ 16.80 | LEVEL 4 | \$ 15.68 | \$ 15.68 | \$ 15.68 | \$ 15.68 |
| LEVEL 5 | \$ 17.70 | \$ 17.65 | \$ 17.65 | \$ 17.65 | LEVEL 5 | \$ 16.58 | \$ 16.58 | \$ 16.58 | \$ 16.58 |
| LEVEL 6 | \$ 18.55 | \$ 18.50 | \$ 18.50 | \$ 18.50 | LEVEL 6 | \$ 17.48 | \$ 17.48 | \$ 17.48 | \$ 17.48 |
| LEVEL 7 | \$ 19.40 | \$ 19.35 | \$ 19.35 | \$ 19.35 | LEVEL 7 | \$ 18.37 | \$ 18.37 | \$ 18.37 | \$ 18.37 |
| LEVEL 8 | \$ 20.25 | \$ 20.20 | \$ 20.20 | \$ 20.20 | LEVEL 8 | \$ 19.18 | \$ 19.18 | \$ 19.18 | \$ 19.18 |
| LEVEL 9 | \$ 21.10 | \$ 21.05 | \$ 21.05 | \$ 21.05 | LEVEL 9 | \$ 20.03 | \$ 20.03 | \$ 20.03 | \$ 20.03 |
| LEVEL 10 | \$ 21.95 | \$ 21.90 | \$ 21.90 | \$ 21.90 | LEVEL 10 | \$ 20.88 | \$ 20.88 | \$ 20.88 | \$ 20.88 |

| <u>FOREMAN</u> | | | | <u>SUPERVISOR</u> | | | | | |
|----------------|-------------|-------------|-------------|-------------------|---------|-------------|-------------|-------------|-------------|
| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
| LEVEL 1 | \$20.23 | \$20.23 | \$20.23 | \$20.23 | LEVEL 1 | \$ 25.39 | \$ 25.39 | \$ 25.39 | \$ 25.39 |
| LEVEL 2 | \$21.28 | \$21.28 | \$21.28 | \$21.28 | LEVEL 2 | \$ 26.30 | \$ 26.30 | \$ 26.30 | \$ 26.30 |
| LEVEL 3 | \$22.33 | \$22.33 | \$22.33 | \$22.33 | LEVEL 3 | \$ 27.21 | \$ 27.21 | \$ 27.21 | \$ 27.21 |
| LEVEL 4 | \$23.38 | \$23.38 | \$23.38 | \$23.38 | LEVEL 4 | \$ 28.12 | \$ 28.12 | \$ 28.12 | \$ 28.12 |
| LEVEL 5 | \$24.42 | \$24.42 | \$24.42 | \$24.42 | LEVEL 5 | \$ 29.39 | \$ 29.39 | \$ 29.39 | \$ 29.39 |

| <u>CLERK/SECRETARY</u> | | | | <u>ENFORCEMENT OFFICERS</u> | | | | | |
|------------------------|-------------|-------------|-------------|-----------------------------|----------|-------------|-------------|-------------|-------------|
| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
| LEVEL 1 | \$ 13.62 | \$ 13.62 | \$ 13.62 | \$ 13.62 | LEVEL 1 | \$ 12.98 | \$ 12.98 | \$ 12.98 | \$ 12.98 |
| LEVEL 2 | \$ 14.47 | \$ 14.47 | \$ 14.47 | \$ 14.47 | LEVEL 2 | \$ 13.83 | \$ 13.83 | \$ 13.83 | \$ 13.83 |
| LEVEL 3 | \$ 15.32 | \$ 15.32 | \$ 15.32 | \$ 15.32 | LEVEL 3 | \$ 14.68 | \$ 14.68 | \$ 14.68 | \$ 14.68 |
| LEVEL 4 | \$ 16.17 | \$ 16.17 | \$ 16.17 | \$ 16.17 | LEVEL 4 | \$ 15.53 | \$ 15.53 | \$ 15.53 | \$ 15.53 |
| LEVEL 5 | \$ 17.02 | \$ 17.02 | \$ 17.02 | \$ 17.02 | LEVEL 5 | \$ 16.38 | \$ 16.38 | \$ 16.38 | \$ 16.38 |
| LEVEL 6 | \$ 17.87 | \$ 17.87 | \$ 17.87 | \$ 17.87 | LEVEL 6 | \$ 17.23 | \$ 17.23 | \$ 17.23 | \$ 17.23 |
| LEVEL 7 | \$ 18.72 | \$ 18.72 | \$ 18.72 | \$ 18.72 | LEVEL 7 | \$ 18.08 | \$ 18.08 | \$ 18.08 | \$ 18.08 |
| LEVEL 8 | \$ 19.57 | \$ 19.57 | \$ 19.57 | \$ 19.57 | LEVEL 8 | \$ 18.93 | \$ 18.93 | \$ 18.93 | \$ 18.93 |
| LEVEL 9 | \$ 20.42 | \$ 20.42 | \$ 20.42 | \$ 20.42 | LEVEL 9 | \$ 19.78 | \$ 19.78 | \$ 19.78 | \$ 19.78 |
| LEVEL 10 | \$ 21.27 | \$ 21.27 | \$ 21.27 | \$ 21.27 | LEVEL 10 | \$ 20.63 | \$ 20.63 | \$ 20.63 | \$ 20.63 |

SCHEDULE A.

BOROUGH OF RED BANK
CONTRACT NEGOTIATIONS
PAYSCALE FOR CWA WORKERS

ADMIN. ASSISTANT/BOOKKEEPER

| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|----------|-------------|-------------|-------------|-------------|
| LEVEL 1 | \$ 16.23 | \$ 16.23 | \$ 16.23 | \$ 16.23 |
| LEVEL 2 | \$ 17.08 | \$ 17.08 | \$ 17.08 | \$ 17.08 |
| LEVEL 3 | \$ 17.93 | \$ 17.93 | \$ 17.93 | \$ 17.93 |
| LEVEL 4 | \$ 18.78 | \$ 18.78 | \$ 18.78 | \$ 18.78 |
| LEVEL 5 | \$ 19.63 | \$ 19.63 | \$ 19.63 | \$ 19.63 |
| LEVEL 6 | \$ 20.48 | \$ 20.48 | \$ 20.48 | \$ 20.48 |
| LEVEL 7 | \$ 21.33 | \$ 21.33 | \$ 21.33 | \$ 21.33 |
| LEVEL 8 | \$ 22.18 | \$ 22.18 | \$ 22.18 | \$ 22.18 |
| LEVEL 9 | \$ 23.03 | \$ 23.03 | \$ 23.03 | \$ 23.03 |
| LEVEL 10 | \$ 23.88 | \$ 23.88 | \$ 23.88 | \$ 23.88 |

IF YOU REACH THE BOTTOM OF THE PAYSACLE, THERE WILL BE A % INCREASE ACCORDINGLY

| <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|-------------|-------------|-------------|-------------|
| 4.5% | 4.0% | 3.5% | 3.5% |

BOROUGH OF RED BANK
 CWA 1034 MEMBERS
 PLACEMENT ON SALARY SCALE

| <u>NAME</u> | <u>Job Title</u> | <u>STEP</u> |
|---------------------|------------------|-------------------------|
| TONI SMOOT | Admin Assist | ADMIN. ASSIST 3 |
| MARIA PISANIELLO | Admin Assist | ADMIN. ASSIST 4 |
| WILHELMINA VAUGHN | Admin Assist | ADMIN. ASSIST 4 |
| MAUREEN MASSARI | Admin Assist | ADMIN. ASSIST 4+ |
| CAROL DOWLEN | Admin Assist | ADMIN. ASSIST 5+ |
| BARBARA JIMINARO | Admin Assist | ADMIN. ASSIST 7+ |
| PATRICIA DANIELS | Admin Assist | ADMIN. ASSIST 8+ |
| COLLEEN MALVASIO | clerk | CLERK 2 |
| JONATHAN CORDELL | clerk | CLERK 2 |
| KEMLEY LAHRMER | clerk | CLERK 2 |
| MARGARET RESCIGNO | clerk | CLERK 2 |
| YVONNE MACDONALD | clerk | CLERK 2 |
| JACQUELINE REYNOLDS | clerk | CLERK 5 |
| MARY TRAPANI | clerk | CLERK 5 |
| CYNTHIA LAUGHLIN | clerk | CLERK 6 |
| MARY KOUVEL | clerk | CLERK 6 |
| MARIA FORGIONE | clerk | CLERK 6+ |
| SHARON WEBER | clerk | CLERK 6+ |
| JOYCE FERTIG | clerk | CLERK 7+ |
| DEBORAH HALL | clerk | CLERK 8 |
| SHARON RUDDY | clerk | CLERK 9 |
| GEORGETTE MOTLEY | clerk | CLERK 10 |
| HELEN TWEED | clerk | OFF THE SCALE (4.5%) |
| DANIEL CHERNAVSKY | Code Enforcement | ENFORCEMENT OFFICERS 2 |
| JOSEPH LAUTERWASSER | Code Enforcement | ENFORCEMENT OFFICERS 2 |
| RUSSELL BROWN | Code Enforcement | ENFORCEMENT OFFICERS 5+ |
| FRANK WOODS | Code Enforcement | ENFORCEMENT OFFICERS 8 |
| THOMAS WELSH | supervisor | SUPERVISOR 4+ |
| | | |
| JOSHUA SCHMIDT | Driver | DRIVER 2 |
| KEVIN ROGERS | Driver | DRIVER 2 |
| MICHAEL REO | Driver | DRIVER 2 |
| ORLANDO CASTILLO | Driver | DRIVER 2 |
| RAYMOND LIVINGSTON | Driver | DRIVER 2+ |
| PAUL LIALI | Driver | DRIVER 3++ |
| BRUCE MACDONALD | Driver | DRIVER 4+ |
| RAYMOND PATTERSON | Driver | DRIVER 5+ |
| JEROME LIVINGSTON | Driver | DRIVER 6+ |
| ROBERT LANE | Driver | DRIVER 6+ |
| WALTER LEWIS | Driver | DRIVER 10 |
| BOBBY JONES | Foreman | FOREMAN 2 |
| ANTOINE EDMOND | laborer | LABORER 1 |
| DOUGLAS HOWARD | laborer | LABORER 1 |
| DOUGLAS SMITH | laborer | LABORER 1 |
| EDWARD STEWARD | laborer | LABORER 1 |
| JASON BURKE | laborer | LABORER 1 |
| MATTHEW BROWN | laborer | LABORER 1 |
| MICHAEL FOREHAND | laborer | LABORER 1 |
| MICHAEL WILUSZ | laborer | LABORER 1 |
| WILLIE PRESTON | laborer | LABORER 1 |

BOROUGH OF RED BANK
 CWA 1034 MEMBERS
 PLACEMENT ON SALARY SCALE

| <u>NAME</u> | <u>Job Title</u> | <u>STEP</u> |
|------------------|------------------|---------------|
| ANDREW DE PONTI | laborer | LABORER 1+ |
| DARNELL SUYDAM | laborer | LABORER 1+ |
| DEWITT BACON | laborer | LABORER 1+ |
| DONNIE ANDREWS | laborer | LABORER 2 |
| ROBERT SMITH | Code Enforcement | LABORER 2 |
| JOHN POWELL | laborer | LABORER 4 |
| WILLIAM BERGEN | laborer | LABORER 4+ |
| DOUGLAS LANG | laborer | LABORER 6 |
| ISAAC STAMPS | laborer | LABORER 8+ |
| GEORGE GERAUD | mechanic | MECHANIC 1 |
| THOMAS KARAFI | mechanic | MECHANIC 3 |
| GEORGE LYNCH | Supervisor | SUPERVISOR 1 |
| JAMES WALKER | Supervisor | SUPERVISOR 4+ |
| RICHARD HARDY | Supervisor | SUPERVISOR 5 |
| ROBERT HOLIDAY | Supervisor | SUPERVISOR 5 |
| JOHN CAMARCA | Dispatcher | DISPATCHERS 2 |
| JOSEPH DEANGELIS | Dispatcher | DISPATCHERS 2 |
| THOMAS DOREMUS | Dispatcher | DISPATCHERS 2 |
| GARY WATSON JR | Dispatcher | DISPATCHERS 2 |
| MARINA PEREZ | Dispatcher | DISPATCHERS 1 |

+ Indicates an amount greater than the step, but less than the next step.
 however will fall into the step guide in 2006 a step 2 higher

example Laborer 1+ will be Laborer 3 in 2006

++ Indicates an amount greater than the step, but less than the next step,
 but will fall into the step scale in 2007

example Driver 3++ will be Driver 4+ in 2006 and Driver 6 in 2007

BOROUGH OF RED BANK EMPLOYER

ATTEST:

Carol A. Vivona

CAROL A. VIVONA, Borough Clerk

BY:

[Signature]
EDWARD J. MCKENNA, Jr. Mayor

WITNESS OR ATTEST:

BARBARA A. ALBANESE

CWA LOCAL 1034 - AFL-CIO

BY:

Carla Katz
CARLA KATZ, President

Sworn to and subscribed
before me this
18 day of July
2005

BARBARA A. ALBANESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/15/2009

WITNESS OR ATTEST:

BARBARA A. ALBANESE

CWA LOCAL 1034 - AFL-CIO, Branch 4

BY:

Kevin P. Tauro
KEVIN P. TAURO, President

BARBARA A. ALBANESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/15/2009

Sworn to and subscribed
before me this
18 day of July
2005