

A G R E E M E N T

Between

THE BOROUGH OF EATONTOWN

And

Communication Workers of America
(CWA)
Local 1034

EFFECTIVE: January 1, 2003 through December 31, 2005

APRUZZESE, McDERMOTT
MASTRO & MURPHY, P.C.
25 Independence Boulevard
P.O. Box 112
Liberty Corner, NJ
(908) 580-1776

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PREAMBLE

THIS AGREEMENT, made the day of April 1, 2003, between THE BOROUGH OF EATONTOWN (hereinafter called the "Employer"), and the "Communication Workers of America" (CWA) Local 1034 (hereinafter called the "Union");

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract governing wages, hours of work, and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employee of the Employer recognized as being represented by the Union as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes CWA Local 1034 as the exclusive representative for all blue collar employees working in the Department of Public Works and in the Parks and Recreation Department employed by the Borough of Eatontown, including the title Assistant Arborist, but excluding police, craftsmen, professionals, and supervisors within the meaning of the Act.

ARTICLE 2

DUES CHECK-OFF

Section 1. The Employer agrees, for each of its employees covered by this Agreement, who individually, in writing, authorize the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee's membership in the Union.

Section 2. The Union agrees to furnish written authorization in accordance with the statute (NJSA 52:14-15.9(e)) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said statute, as well as all other applicable provisions of law pertaining to dues check-off.

Section 3. The amount of monthly Union membership dues will be certified by the President or a CWA Representative of the Union in writing to the Employer. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a ten (10) day period after such certification of change is received by the Employer.

Section 4. The Union dues deducted from an employee's pay will be transmitted to the Union by check within two (2) weeks after the first period in which deductions are made, and within two (2) weeks after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 5. The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to it. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and

upon

forwarding check in payment of such deductions by mail to the Union's last known address, the Employer and its officers and employees shall be released from all liability to the employee-assignors and to the Union under such assignments.

ARTICLE 3

UNION REPRESENTATION

Section 1. The Employer shall not deny the Union the right to have one employee leave his job to attend Union meetings or conventions without compensation. The Union agrees that it will furnish the Employer with the name of the employee designated to attend such meetings and/or conventions and that the time away from the job shall not exceed ten (10) working days in any one calendar year, except in a convention year, when such time may be extended to a maximum of fifteen (15) working days for purposes of attending the convention.

Section 2. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable and will be devoted solely to the proper handling of legitimate Union business. The Union agrees that it will notify the Employer in writing as to the name of the employee designated as steward, and the Union further agrees that the privilege of attending to legitimate Union business during working hours shall not be abused.

Section 3. A duly authorized representative of the Union, designated in writing, after notice to the Borough Administrator and Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this Agreement. The Borough Administrator and/or the Supervisor in charge will make themselves available for any discussions with the Union representative which may be required.

ARTICLE 4

MANAGEMENT RIGHTS

The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency, is vested solely in the Employer.

Accordingly, the Union and the Employer agree that the Employer shall retain its management rights, including but not limited to the right to:

- (a) Select and direct the working forces;
- (b) Hire, suspend, discharge or take other appropriate disciplinary action against an employee for just cause;
- (c) Assign, promote, or transfer employees;
- (d) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (e) Determine the scheduling and the amount of overtime to be worked;
- (f) Decide the number and location of its facilities;
- (g) Determine the work to be performed within the Union
- (h) Determine the maintenance and repair work to be performed;
- (i) Determine the amount of supervision required;
- (j) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work, and determine the selection, procurement, designing, engineering and control of equipment and materials;
- (k) Purchase the service of others by contract or otherwise, except as this right may be otherwise specifically limited in this Agreement;
- (l) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

ARTICLE 5

NO STRIKE - NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree for the term of this Agreement, that there will not be and that the Union, its officers, members, agents or principals will not engage in or sanction strikes, slowdowns, job actions, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. The Union agrees that it will do everything in its power to prevent its members, officers, representatives and employees, either individually or collectively from participating in any unauthorized strike, work stoppage, slowdown or other aforementioned activity.

Section 3. The Employer shall have the right to discipline or discharge any employee encouraging or causing a strike, slowdown, or other such interference.

Section 4. In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or discipline shall be served upon the Union at the same time it is served upon the employee involved.

Section 2. In the event that a discharged employee feels that he/she has been discharged or disciplined unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within three (3) working days from the time of discharge or discipline. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or discipline shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE 7

SENIORITY

Section 1. Seniority is defined to mean the accumulated length of continuous service with the Employer, computed from the last date of hire. This definition shall include all time worked on a continuous basis for the Borough of Eatontown as temporary, probationary and permanent, and this definition, which is intended to incorporate service as a temporary employee provided it is continuous service and the employee becomes a permanent employee with the Borough of Eatontown, shall be applicable to both present and future employees. An employee's length of service shall not be reduced by time lost due to authorized leave of absence. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment.

Section 2. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge for just cause;
- (b) Resignation;
- (c) Failure to return promptly upon expiration of authorized personal leave.

ARTICLE 8

PROBATIONARY EMPLOYEES

Section 1. New employees will be regarded as probationary for the first ninety (90) days, (but not less than sixty (60) working days), during which time the Employer can reprimand or discharge without being challenged by the Union. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employees will be placed on the seniority list retroactive to their first day of work.

Section 2. During an employee's probationary period, a probationary employee shall be paid ten (10%) percent less than the appropriate step on the salary guide the employee has been hired on.

ARTICLE 9

PROMOTIONS

Section 1. The Employer agrees to give preference for promotion and advancement to the then current employees. Employees will be considered on the basis of seniority and basic ability to perform the work required.

Section 2. Except as hereinafter provided in Section 4, if a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement for employees covered by this Agreement, such job will be posted on the bulletin board for three (3) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). If no employees have bid for the job by the end of the posting period, the Employer has the right to transfer or hire from the outside to fill such job. Employees wishing to bid for said posted jobs shall sign their names to the notice.

Section 3. Following the above prescribed period, the Employer shall award the posted job to the most senior employee who signed the posting and who has the basic ability to perform the job. Final determination as to which employee shall be awarded the posted job shall be made by the Employer, subject to the grievance and arbitration provisions of this Agreement.

Section 4. If a newly created job or open job involving a skilled trade, such as mechanic, exists, the Employer shall have the right to advertise such job opening on the outside simultaneous with the posting procedure hereinabove specified. The Employer shall make the final determination as to which applicant shall be awarded the job based upon ability and, where applicable, seniority.

ARTICLE 10
HOURS OF WORK

Section 1. The work week shall consist of a starting time of 7:00 a.m. and an ending time of 3:30 p.m., inclusive of lunch and breaks. However, the starting and ending time may be amended to fit the trash collection schedule presently in effect. This definition shall not be construed as a limitation of the number of hours of work which the employer may require. Employees' lunch break shall not exceed one hour, including clean-up, and employees will be required to punch in and out by time clock in order to confirm this one hour lunch period. In addition, there will be a twenty minute break allotted to each employee (approximately between 9:00 A.M. and 9:20 A.M.) which will be taken at the job site at which the employee is working. Notwithstanding the work schedule established above, it is agreed that all employees shall be paid based upon a 40 hour work week, as is the current practice.

Section 2. The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule, and to vary from the daily or weekly work schedule. Except in cases of emergency, the Union will be given one week's notice of any permanent change in the schedule of working hours within one hour of the present schedule. Any other change exceeding one hour shall be by mutual agreement of both parties.

Section 3. Notwithstanding Section 2, in the Parks Department, the employer shall have the right to operate shifts commencing not more than one and one half hours earlier or later than the present schedule. Such changes shall occur only during daylight savings time and shall be rotated amongst Park Department employees and not exceed twice in any one week per employee. An employee may, at his own discretion and with the supervisor's approval, elect to extend the time periods in this provision. These provisions are subject to review after 1/1/88 if so requested by either party which shall not be unreasonably denied.

ARTICLE 11

OVERTIME

Section 1. The Union recognizes the Employer's need for and right to require reasonable amounts of overtime.

Section 2. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform emergency overtime work, unless excused for legitimate urgent reasons.

Section 3. The Employer agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked:

(a) In excess of forty (40) hours of work (exclusive of any lunch break) in the standard work week;

(b) In excess of eight (8) hours of work (exclusive of any lunch break) in the standard work day;

(c) For hours actually worked (exclusive of any lunch break) on the sixth (6th) day worked in the standard work week.

Section 4. Overtime shall be equally distributed to the extent possible among the employees capable of performing the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

The Borough will create a written list for purposes of emergency call-in overtime distribution (this list will not apply to any other types of overtime). This list will be created by June 1, 2003 to be effective July 1, 2003.

Section 5. Failure of an employee to report when he has agreed to work overtime shall be subject to disciplinary action by the Employer.

If an employee has been requested to work overtime and is unavailable to perform the overtime work, it shall be considered as if he had worked the scheduled overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.

Section 6. There shall be no pyramiding of overtime.

Section 7. Snow Removal--Employees performing snow removal work shall be entitled to the following rest breaks and meal allowances:

(a) Rest Breaks--Paid rest breaks of approximately one-half (1/2) hour shall be provided after four (4) hours of continuous work. Said breaks may be scheduled in staggered intervals to insure continuous snow removal service.

(b) Meal Allowance--The Borough shall provide a meal allowance of \$7.00 for breakfast and lunch, and \$10.00 for dinner. The Borough shall designate the place for employees to take their meals with at least two choices of locations to be provided.

ARTICLE 12

TRANSFERS (EQUAL WORK FOR EQUAL PAY)

If any employee is temporarily transferred to a different job title with a higher rate of pay within the unit covered by this Agreement, he shall receive the higher basic hourly rate of pay for the period of time in which he actually performs the temporary assignment.

If any employee is temporarily transferred to a different job title with a lower rate of pay within the unit covered by this Agreement, he shall continue to receive his own basic hourly rate.

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

ARTICLE 13

CALL-IN PAY

Section 1. Employees called in or called back outside of their regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at the rate of time and one half their regular hourly rate. This minimum call-in pay shall be three (3) hours from midnight on Friday to midnight on Sunday. In addition, employees shall be entitled to Payment at the rate of time and one half for hours actually worked in excess of two (2) hours.

Section 2. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular shift, or are scheduled overtime in which event the regular overtime provision of this Agreement shall apply.

ARTICLE 14

WAGES

Section 1. Effective January 1, 2003, Employees shall receive wage increases in accordance with the following schedule. Those employees hired prior to 1974 shall be covered by a grandfather clause and shall receive the off-guide salary increase.

2003
GRADE

TITLE	E1	E2	E3	E4	1	2	3	4	5	6	7
ROADMAN	15.80	16.50	17.19	17.89	18.57	19.03	19.54	19.86	20.07	20.36	20.79
EQUIPMENT OPERATOR					18.81	19.47	19.86	20.29	20.72	21.11	21.56
SPEC. SKILLS					18.72	19.24	19.64	20.07	20.48	20.91	22.27
ASST. MECH.	15.41	16.11	16.81	17.50	18.19	18.60	19.03	19.47	19.86	20.29	20.72
MECHANIC					18.81	19.47	19.86	20.29	20.72	21.11	21.56
SR. MECHANIC					22.27	22.67	23.09	23.62	24.16	24.67	25.39
SUP. ANALYST					22.27	22.67	23.09	23.62	24.16	24.67	25.39

(All employees off guide shall receive a 4.00% increase effective 1/1/2003)

Section 2. Effective January 1, 2004, Employees shall receive wage increases in accordance with the following schedule. Those employees hired prior to 1974 shall be covered by a grandfather clause and shall receive the off-guide salary increase.

2004
GRADE

TITLE	E1	E2	E3	E4	1	2	3	4	5	6	7
ROADMAN	16.43	17.16	17.88	18.60	19.32	19.79	20.32	20.66	20.87	21.18	21.62
EQUIPMENT OPERATOR					19.57	20.25	20.66	21.10	21.55	21.96	22.42
SPEC. SKILLS					19.47	20.01	20.42	20.87	21.30	21.75	23.16
ASST. MECH.	16.03	16.75	17.48	18.20	18.92	19.34	19.79	20.25	20.66	21.10	21.55
MECHANIC					19.57	20.25	20.66	21.10	21.55	21.96	22.42
SR. MECHANIC					23.16	23.58	24.01	24.56	25.13	25.66	26.40
SUP. ANALYST					23.16	23.58	24.01	24.56	25.13	25.66	26.40

(All employees off guide shall receive a 4.00% increase effective 1/1/2004)

Section 3. Effective January 1, 2005, Employees shall receive wage increases in accordance with the following schedule. Those employees hired prior to 1974 shall be covered by a grandfather clause and shall receive the off-guide salary increase.

2005
GRADE

TITLE	E1	E2	E3	E4	1	2	3	4	5	6	7
ROADMAN	17.09	17.85	18.59	19.35	20.09	20.59	21.14	21.48	21.71	22.02	22.49
EQUIPMENT OPERATOR					20.35	21.06	21.48	21.95	22.41	22.83	23.32
SPEC. SKILLS					20.25	20.81	21.24	21.71	22.15	22.62	24.08
ASST. MECH.	16.67	17.42	18.18	18.93	19.67	20.11	20.59	21.06	21.48	21.95	22.41
MECHANIC					20.35	21.06	21.48	21.95	22.41	22.83	23.32
SR. MECHANIC					24.08	24.52	24.97	25.55	26.13	26.68	27.46
SUP. ANALYST					24.08	24.52	24.97	25.55	26.13	26.68	27.46

(All employees off guide shall receive a 4.00% increase effective 1/1/2005)

Section 4. Progression on the aforementioned wage schedules shall be in accordance with the following "Grade Scale Progression":

GRADE SCALE PROGRESSION - FOR ALL EMPLOYEES HIRED BEFORE JANUARY 1, 1993 AND IN THE TITLES OF SPECIAL SKILLS, MECHANIC, AND SENIOR MECHANIC HIRED AFTER JANUARY 1, 1993

ENTRY LEVEL-----Grade 1
 AFTER ONE FULL YEAR-----Grade 2
 AFTER TWO FULL YEARS-----Grade 3
 AFTER THREE FULL YEARS---Grade 4
 AFTER FIVE FULL YEARS----Grade 5
 AFTER EIGHT FULL YEARS---Grade 6
 AFTER TEN FULL YEARS-----Grade 7

* GRADE SCALE PROGRESSION - FOR ALL EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1993 IN THE TITLES OF ROADMAN, MAINTENANCE, OR ASSISTANT MECHANIC

ENTRY LEVEL-----Grade E1
 AFTER 6 MONTHS-----Grade E2
 AFTER ONE FULL YEAR-----Grade E3
 AFTER 18 MONTHS-----Grade E4
 AFTER TWO FULL YEARS-----Grade 1
 AFTER THREE FULL YEARS---Grade 2
 AFTER FOUR FULL YEARS----Grade 3
 AFTER FIVE FULL YEARS----Grade 4
 AFTER SEVEN FULL YEARS---Grade 5

AFTER TEN FULL YEARS-----Grade 6

AFTER TWELVE FULL YEARS--Grade 7

Section 5. Increments due employees, in accordance with the "Grade Scale Programs" set forth in Section 4, shall continue to be subject to the following Performance Evaluation System:

Grade Scale Progression Increments shall be paid on an automatic basis. However, the Borough may withhold an employee's increment under the following conditions:

- a) Approximately four months prior to an employee's anniversary date in a year in which the employee is entitled to an increment, the employee shall receive a written evaluation from his supervisor, which shall be reviewed and signed by the Director of Public Works. If the employee does not agree with the evaluation, the employee shall have the right to request a meeting with the Director of Public Works in order to review the evaluation.
- b) The employee shall receive at least thirty days' notice prior to the time the increment is due to be paid.
- c) The Borough shall have the burden of proving that the withholding of the increment was for good and proper cause.
- d) The employee or the Union shall have the right to request a meeting with the Director of Public Works and/or the Borough Administrator to discuss the evaluation upon which the increment withholding is based. At this meeting, it shall be incumbent upon the Borough to provide the employee and/or the Union with the specific reasons as to why the employee's increment is being withheld.
- e) The employee or the Union shall have the right to challenge, via the grievance procedure and binding arbitration if

f) necessary the evaluation method, format and conclusions by which the increment was withheld. Both the procedural and substantive aspects of the evaluation system may be objected to.

f) The Borough may not employ this procedure more than once every two years against a single employee.

g) The Borough may elect to pursue performance issues either through this procedure or normal disciplinary procedures.

Section 6. Employees hired on or after January 1, 1993 in the titles of Roadman, Maintenance or Assistant Mechanic shall be placed in the New Hire Progression as set forth below but subject to the review procedures set forth in Section 5 of this Article.

Section 7. Effective July 1, 2003, the Borough will create a new title of Equipment Operator, with said position at the same salary level as currently exists for mechanic. The Borough agrees to appoint three persons to this new title by 7-1-03 (the Borough to create a job description for the new position).

ARTICLE 15

LONGEVITY

Effective January 1, 1999, each full time employee covered by this Agreement shall be entitled to and shall receive, in addition to his base salary, an annual sum of Six Hundred Fifty (\$650.00) Dollars for each completed five (5) year increment of full time employment prorated for the period from the anniversary date to the end of the calendar year, as recognition of his service and his increased value to the Borough. This sum shall increase to \$700.00 effective July 1, 2003, \$750.00 effective July 1, 2004, and \$800.00 July 1, 2005.

Such payments shall be included in and considered part of the employee's basic salary for all purposes including computation of taxes and payments into any retirement system. Payment of longevity pay shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular salaries. Employees who achieve this 5th & 6th longevity step shall receive their step on their 24th and 29th year, respectively. Effective July 1, 1999, employees hired after that date will no longer be eligible to transfer longevity credit to Eatontown from any other municipal or county jurisdiction, the longevity components shall be 7 years (as opposed to the 5 years for current employees) from the anniversary date if hire for said new hires.

ARTICLE 16

HOLIDAYS

Section 1. The following days are designated as holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
One half day on the day prior to Christmas
Christmas Day
One half day on the day prior to New Year's
Birthday of all permanent full time employees covered by this Agreement.
One floating holiday

Section 2. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been excused by the Employer or is due to illness. The Employer may request reasonable proof of illness.

Section 3. Employees who are regularly scheduled to work on an observed holiday will be paid their regular holiday pay plus payment at double their regular straight time rate of pay for all hours actually worked (exclusive of any lunch break) on such holiday. Employees who are regularly scheduled to work on the actual holiday where the actual holiday is not the observed holiday (i.e., 4th of July is Sunday but observed holiday is Monday, July 5th) will be paid double their regular straight time rate of pay for all hours actually worked (exclusive of

any lunch break) on such actual but not observed holiday.

Section 4. Employees who are called in to work on emergency situations on observed holidays shall be paid double their regular straight time hourly rate for all hours actually worked, payment to commence from the first hour of emergency work on the holiday. This premium pay shall be in addition to the regular holiday pay to which an employee may be entitled, and shall constitute the exclusive premium payment to which an employee will be entitled for performing emergency work on a holiday.

ARTICLE 17

VACATIONS

Section 1. All permanent full time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to said employee on a calendar year basis as follows:

(a) During the first calendar year of employment, employees shall be entitled to one half (1/2) day per month of service to a maximum of five (5) days during said first year.

(b) Employees with one (1) through five (5) years of service shall be entitled to ten (10) working days vacation per calendar year.

(c) Employees starting their sixth (6th) year of service through tenth (10) years of service shall be entitled to fifteen (15) working days vacation per calendar year.

(d) Employees starting their eleventh (11th) year of service, and each year of service through the seventeenth (17th) year, shall be entitled to twenty (20) working days vacation per calendar year.

(e) Employees starting their eighteenth (18th) year of service and for each year of service beyond the eighteenth (18th) year shall be entitled to twenty-five (25) working days vacation per calendar year.

Section 2. The Employer shall have the right to determine the scheduling of an employee's vacation. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3. Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of his

probationary period will not be entitled to annual vacation or pay in lieu thereof.

Section 4. A permanent employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated on the basis of one twelfth (1/12) of his vacation entitlement for each month worked as of the date his separation becomes effective.

Section 5. There will be no proration of payments for vacation time if the employee retired on or after July 1 of any calendar year (proration will apply for retirements between January 1 and June 30).

Section 6. Employees will be allowed to carry over up to five banked days (vacation, personal, incentive or floating holiday) in to the first calendar quarter of the new year.

ARTICLE 18

SICK LEAVE

Section 1. Sick leave is the absence of an employee from work because of illness, accident or exposure to contagious disease.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the start of an employee's shift. Failure to notify the supervisor may be cause for disciplinary action.

Section 3. Sick leave is earned in the following manner:

(a) Employees shall be entitled to one half (1/2) day sick leave per month of service during the first calendar year of employment, to a maximum of five (5) days.

Employees with one (1) completed year of service through five (5) completed years of service shall be entitled to ten (10) sick days per year.

(c) Employees with six (6) completed years of service or more shall be entitled to fifteen (15) sick days per year.

Employees hired after July 1, 1999 shall be eligible for no more than 10 sick days per year regardless of length of service.

Employees shall be entitled to an unlimited accrual of unused sick leave. Employees shall also be entitled to payment of a portion of accumulated unused sick leave upon submission of retirement papers and receipt of a P.E.R.S. pension, in accordance with the following schedule:

One (1) day's pay for each two (2) days of accumulated unused sick leave to a maximum of one hundred fifteen (115) days of pay. A day of pay is defined as the hourly rate of pay in effect for the eligible

employee at the time he/she retires times (8) eight hours.

Section 4. Employees who have accumulated at least 75 sick days (in a bank) may sell back up to 10 sick days per year to the borough at 100% of their value. The number of days sold back to the borough will directly reduce the amount of accumulated sick days the employee has (up to a 100 day maximum) that the employee is eligible for at the time of retirement.

Section 5. Any employee who is absent on sick leave for more than three (3) consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a Physician at the expense of the Employer.

Any abuse of sick leave shall be subject to disciplinary action by the Employer.

An employee who has been absent on sick leave for periods totaling more than eight days in any one calendar year, consisting of periods of less than three days, the employer may require the employee to provide a physician's certificate at the employee's expense, for any additional sick leave in that year used under suspicious circumstances, unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less, in which case only one physician's certificate shall be necessary.

Section 6. The Borough shall maintain its Sick Leave Incentive Bonus Program which provides that any employee who works an entire calendar quarter, without using any sick days, shall receive a bonus day to be used by the employee as either a vacation or personal day, as manning permits, within the year during which the bonus day was earned,

except for the 4th quarter, in which case a bonus day shall be used during the first six months of the subsequent calendar year.

A quarter shall be defined as January, February, March; April, May, June; July, August, September; October, November, December.

Section 7. With regard to the Worksteps Program, the Borough agrees to inform Worksteps in writing that "Fitness for Duty" evaluation will be limited to the health reasons which caused the employee's absence.

ARTICLE 19

HEALTH INSURANCE

Section 1. Effective no earlier than July 1, 2004, the Borough shall switch its "eligible network" for PPO and EPO coverage from Qualcare to Qualcare HM. This insurance provides coverage basically equivalent to coverage provided under State Health Benefits. This insurance coverage is currently provided through the Central Jersey Health Insurance Fund, but the Borough may change insurance providers during the term of this Agreement so long as basically equivalent coverage is maintained.

The health insurance co-pays shall be increased as follows:

- A) EPO: increase prescription to \$7.00 for generic and \$12.00 brand.
- B) PPO: increase prescription to \$12.00 for generic and \$15.00 brand.
- C) Increase medical co-pays to \$10.00 for EPO per office visit and \$15.00 for PPO office visit.

The borough shall, upon presentation to it of written proof that an employee is covered by another form of hospitalization and medical insurance, reimburse the employee 50% of the cost of the lowest eligible health insurance premium on an annual basis. The employee will have the opportunity to elect whether to receive this cash payment during the month of the open enrollment period for medical insurance each year.

Section 2. In addition, the Borough will extend the optical plan for employees, their dependent and spouse, which plan provides a benefit of not to exceed \$150.00 per year in any calendar year for the

life of the agreement, or, in the alternative, the employee has the option of being reimbursed up to a maximum of four hundred fifty (\$450.00) dollars once during the three year term of this Agreement for the cost of lenses and/or eye examination. This three year reimbursement amount shall continue to be in existence for calendar years 2002-2005. In the event an employee leaves the employment of the Borough during the three year term of this Agreement after receiving such reimbursement, the employee shall reimburse the Borough on a prorated basis.

Section 3. The lifetime orthodontic reimbursement cap for dental coverage shall be \$1500.00.

Effective January 1, 2004 the annual dental benefit will be increased to \$1200.00 and \$1300.00 effective January 1, 2005.

Section 4. The Borough agrees to provide a disability program for employees covered by this Agreement with benefits and conditions equivalent to the benefits and conditions set forth under the State Temporary Disability Program subject to the following additional provisions:

- (A) Each employee will be responsible for an annual co-payment not to exceed \$100.00 for the life of the contract for temporary disability benefits
- (B) An employee who would otherwise qualify for coverage under the disability program shall first use all sick leave to which he or she may be entitled at the time of the disability;
- (C) The employee must provide medical verification of the injury or illness causing the disability; and

- (D) The Borough shall have the right to request an employee receiving disability benefits to be examined by the Borough physician at the Borough's expense to verify the injury or illness which justifies
- (E) the disability. Failure to submit to such examination by the employee shall result in immediate termination of any further obligation by the Borough to pay disability benefits to such employee.

Section 5. Any eligible employee who retires on a disability pension UNDER PERS as a result of an on-the-job injury or after 25 or more years of service, THE LAST 10 YEARS OF WHICH MUST BE WITH THE BOROUGH OF EATONTOWN, shall be entitled to receive hospitalization, surgical and major medical insurance for the retiree, spouse and dependent children who are 18 years of age or younger. Eligible employees who exercise their right to purchase pension credit for years of service in the armed services of the United States shall be entitled to credit for such years of military service in connection with the 25 years of service eligibility requirement set forth in this Article. This benefit shall be paid for by the Borough and shall be available until the retiree has hospitalization insurance available from another source, including coverage under policy of spouse. The retiree is obligated to notify the Borough promptly when other insurance coverage is available, and failure to do so may result in loss of benefits.

Any employee who retires and satisfies the aforementioned criteria shall also receive dental benefits as provided by the Labor Agreement.

Dental benefits shall be available to retired employees who qualify up to the age of sixty-five (65), at which time all dental benefits terminate.

ARTICLE 20

DEATH IN THE FAMILY

Section 1. Wages up to three (3) days will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at funeral of mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, and father-in-law.

Section 2. Employees covered hereunder shall be entitled to one day off with pay (eight (8) hours at the employee's straight time rate), if needed, for purposes of attending the funeral of aunts, uncles and first cousins.

Section 3. Notwithstanding the following sections, the borough administrator, in his/her sole discretion, may grant special consideration to employees in those situations which are not covered by the above circumstances.

ARTICLE 21

LEAVE OF ABSENCE

Section 1. The Employer agrees that at the request of the Union, it shall grant officers and duly elected representatives of the Union, not to exceed one (1) in number at any one time, a leave of absence without pay but without loss of seniority and other benefits provided in this Agreement, for a period not to exceed one (1) year. This leave is subject to renewal for a period of not to exceed two (2) additional years for reasons deemed proper and approved by the Employer, which approval shall not be unreasonably withheld.

Section 2. The Employer shall grant leaves of absence without pay for personal reasons for a period of up to thirty (30) days upon the written request of the employee. The Employer may grant an extension of such leave of absence without pay upon the additional written request of the employee.

Section 3. Each employee shall be entitled to three (3) personal days per year for the purpose of attending to personal business/matters which cannot be performed outside the employee's normal work hours. Application for a personal day shall be made at least three (3) working days in advance and shall be filed with and approved by the Director of Public Works. The number of employees in the department who may take personal leave on the same day shall be limited to two (2) and seniority shall prevail in the event of a conflict.

Personal days are not to be applied in any way to add to vacation, sick leave, or holiday time, and are not accumulative.

ARTICLE 22

CLEAN-UP TIME

Employees covered by this Agreement will be allowed ten (10) minutes for clean-up before lunch and ten (10) minutes for clean-up at the end of their regular shifts.

ARTICLE 23

BULLETIN BOARD / PERSONNEL FILES

Section 1. The Union shall have the use of a bulletin board on the Employer's premises for posting of notices relating to Union meetings, official business and social functions only. No notice shall be posted until it has been submitted to and approved by the Borough Administrator. Such approval shall not be unreasonably withheld.

Section 2. Employees will have the opportunity to review their personnel file twice per calendar year. Any information added to the employee's personnel file will require a signed acknowledgment by the employee of said document.

ARTICLE 24

DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its members or agents shall not intimidate or coerce employees into membership.

Section 2. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE 25

JURY DUTY

Section 1. An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2. Any payment received for jury duty must be returned to the Employer less allowance for travel and meal expense.

ARTICLE 26

PAST PRACTICE

Section 1. Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.

Section 2. Except as otherwise provided herein, all rights and practices of the Employer shall be maintained and continued by the Employer during the life of this Agreement.

ARTICLE 27

GRIEVANCE AND ARBITRATION

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to insure efficiency and promote employee morale.

Section 2. A grievance is hereby defined as any difference which may arise between the Employer and the Union or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.

Section 3. The procedure for the settlement of grievances shall be as follows:

STEP 1 - The aggrieved employee and the Union's grievance representative shall present the grievance orally to the employee's immediate supervisor within ten (10) calendar days after the employee becomes aware of the grievance, but in no event later than three (3) calendar months after its alleged occurrence. The immediate supervisor shall meet with the parties involved to make every reasonable effort towards a proper disposition and settlement of the grievance. If no satisfactory settlement is reached within two (2) working days from the time the grievance was discussed with the supervisor, then the grievance shall be reduced to writing by the Union and presented to the supervisor who will return his written answer to the Union within three (3) working days.

STEP 2 - If the grievance is not resolved under Step 1 hereof, the Union's grievance representative shall present the written grievance as completed under Step 1 to the Borough Administrator or his designee and

arrange for a meeting for the purpose of reviewing the grievance, and the Borough Administrator or his designee shall return his written answer to the Union within five (5) working days after receipt of the grievance or meeting, whichever is later.

STEP 3 - If the grievance is not resolved at Step 2 hereof, the Union shall present the written grievance to the Mayor and Council. The Mayor and Council shall answer the grievance in writing within fourteen (14) calendar days after receipt of said grievance.

STEP 4 - If the grievance has not been satisfactorily resolved in Step 3 hereof, the Union or the Employer may, within five (5) calendar days following the expiration of the fourteen day period under Step 3, refer the matter to the Public Employment Relations Commission (PERC) for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

(a) A request for arbitration shall be initiated by the Union or the Employer by serving upon the other a notice in writing of its intent to proceed to arbitration.

(b) Said notice shall identify the provisions of the agreement involved, the employee involved, and a statement of the grievance or grievances which were made the subject of the previous steps.

(c) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement, or to establish or change any wage rate. He shall confine his decision solely to the application and/or interpretation of this Agreement.

(d) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after hearing the

dispute.

(e) All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses.

(f) The arbitrator shall hold the hearing at a time and place convenient to the parties.

(g) In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

Section 4. All of the time limits contained in this Article of the Agreement may be extended by mutual agreement. Unless such time is extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof.

ARTICLE 28

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 29

AGENCY SHOP

All employees of the bargaining unit who do not become or remain members of CWA Local 1034 shall be assessed 85% of the monthly dues deduction paid by Union members in accordance with the provisions of Article II, provided they have completed their initial probationary period.

New employees who do not become full dues paying members of the Union in accordance with the provisions of Article II shall be assessed the 85% dues deduction beginning their first pay period after completion of the initial probationary period in accordance with the provisions of Article VIII.

ARTICLE 30

UNIFORMS

All permanent full-time employees and all new hires who have completed their probationary period shall be provided with the following uniform benefits:

Set of six (6) uniforms

(Mechanics shall continue to receive 10 sets
of uniforms from a uniform service)

One (1) winter coat

One (1) summer jacket

Two (2) coveralls

One (1) orange sweatshirt

One (1) winter hat

One (1) summer hat

Any employee entitled to this Uniform benefit who does not have the complete benefit as described shall receive whatever supplement is necessary to make the Uniform benefit complete. By March 15th of each year, each employee will receive three pairs of pants and any desired combination of tee shirt, short sleeve shirts or long sleeve shirts for a total of ten shirts. Other articles will be replaced by the Borough on an as-needed basis.

All permanent, full-time employees shall be entitled to an annual shoe allowance of One Hundred and Fifty (\$150.00) Dollars. All shoes worn by employees during working hours must meet Borough standards.

ARTICLE 31

SAFETY AND HEALTH

Section 1. The Employer agrees to comply with all health and safety laws and regulations, and the Union agrees that all employees will comply with all safety regulations and will wear all necessary protective equipment.

Section 2. The Employer recognizes there will be a Safety Committee consisting of one representative from management and one representative from the Union, and that the committee will meet at agreed upon times to discuss safety matters, including implementation or continuation of proper training on equipment required to be used in the performance of assigned duties.

ARTICLE 32

SEVERANCE

In the event that the borough of Eatontown chooses to have layoffs due to either budget constraints, privatization or private contracting, the borough of Eatontown will provide continued medical and dental insurance for the laid-off employee for a period not to exceed six (6) months. However, if other medical or dental insurance is available to the laid-off employee through either his/her new employer or through his/her spouse, coverage will terminate upon that medical and/or dental coverage being available to the laid-off employee.

The borough also agrees to pay the separated employee one week's wages for each year of service, to a maximum of twenty-five weeks' wages. The borough will also provide a retraining program which will allow employees, within 90 days of separation from employment by the borough, to register for formal retraining for job employment, at a cost not to exceed \$2,500 per employee. This money will be made available to the employee upon completion of an approved course. The borough agrees that it will follow the guidelines in the warn act, if applicable, to a 60 day lay-off notice. However, if the warn act is not applicable, then the lay-off notice provided by the borough to the employee to be laid off will be 45 calendar days.

The borough also agrees that it will pay to the laid-off employee, in wages, whatever remaining vacation, personal, birthday, compensatory time, and incentive time owed to the employee for the remainder of the calendar year in which the lay off occurs.

Article 33

Education

The Borough of Eatontown will reimburse employees for a maximum of nine credits, at the state university rate, for each credit earned by the employee. Reimbursement shall be provided for employees taking courses which are directly related to the employee's occupation or part of their core requirements for a degree related to the employee's occupation with the borough. Prior approval for the courses must be obtained in writing from the borough administrator. No reimbursement will be given for a course in the event that the employee receives an incomplete or non-passing grade. Employees shall receive reimbursement for courses within 45 days after presenting evidence of successful completion of the course.

ARTICLE 34

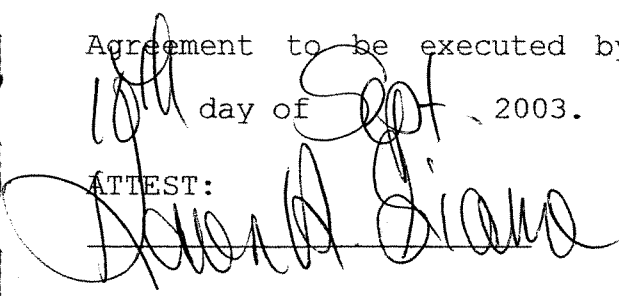
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 2003 and shall continue in full force and effect until December 31, 2005, both dates inclusive.

Unless one party hereto gives notice to the other party in writing of its intent to terminate, modify or amend this Agreement, not more than sixty (60) days nor less than forty-five (45) days prior to December 31, 2005, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party such written notice of its intent to terminate, modify or amend this Agreement not more than sixty (60) days nor less than forty-five (45) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 10th day of Sept, 2003.

ATTEST:

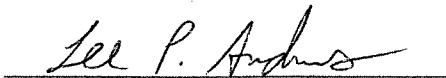


DONALD A. DIANNA

BOROUGH OF EATONTOWN


GERALD TARANTOLO, MAYOR

CWA LOCAL 1034



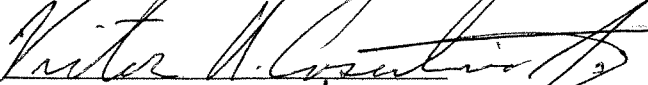
LEE P. ANDREWS

CARLA KATZ, PRESIDENT

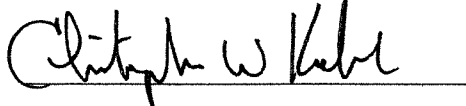


WALTER R. SMITH JR.

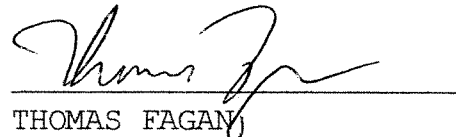
KEVIN TAURO, BRANCH 4 PRESIDENT



VICTOR A. COSENTINO



CHRISTOPHER W. KEBL



THOMAS FAGAN

MEMORANDUM OF UNDERSTANDING

Between


BOROUGH OF EATONTOWN
&
CWA LOCAL 1034

Re: Temporary Transfer to Equipment Operator


During the 2003 contract negotiations the parties agreed to establish a new position of Equipment Operator. This position is intended to cover employees who operate heavy type equipment as a primary function of their regular job assignments.

The parties have reached an understanding with regard to the temporary transfer provision of the collective bargaining agreement which provides that an employee assigned to a higher rated job will receive the higher rate of pay. That provision will only apply to temporary assignments as Equipment Operator if the assignment is one week or more in duration.

For the Borough



For the Union



Cheryl W. [unclear]

Dated: 9-18-03

ARTICLE 34

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 2003 and shall continue in full force and effect until December 31, 2005, both dates inclusive.

Unless one party hereto gives notice to the other party in writing of its intent to terminate, modify or amend this Agreement, not more than sixty (60) days nor less than forty-five (45) days prior to December 31, 2005, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party such written notice of its intent to terminate, modify or amend this Agreement not more than sixty (60) days nor less than forty-five (45) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this 10th day of Sept 2003.

ATTEST:

[Signature]

BOROUGH OF EATONTOWN

[Signature]
GERALD TARANTOLO, MAYOR

CWA LOCAL 1034

[Signature]
CARLA KATZ, PRESIDENT

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
KEVIN TAURO, BRANCH 4 PRESIDENT

[Signature]
THOMAS FAGAN