

SIDEBAR AGREEMENT

This Sidebar Agreement is hereby made by and between the **BOROUGH OF RED BANK** ("Borough") and **CWA LOCAL 1034** ("Union"). The parties hereby agree to alter the existing contract between the Borough and the Union as follows:

1. Section 5(A) of the Collective Bargaining Agreement currently provides that the Borough's normal workweek for its clerical and 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. The parties have agreed that, for the time period set forth below and for all employees covered by the CWA Local 1034 Agreement who work at the Municipal offices at 90 Monmouth Street, the workweek shall be Monday through Thursday, 8:00 a.m. to 6:00 p.m.

2. Section 5(B) of the Collective Bargaining Agreement currently provides that Borough employees covered by the Local 1034 Agreement will receive overtime after working 8 hours a day (40 hour per week employees – Section 5(B)(2)) or after working 7 hours a day – (35 hour per week employees – Section 5(B)(4)). The parties hereby agree that both of these provisions are hereby altered to read that employees covered by the Local 1034 Agreement shall, for the duration that this Sidebar Agreement shall be in effect, be eligible for overtime only for all hours work in excess of 10 hours. The remaining overtime provisions of Section 5 of the Agreement shall remain unaltered by this Sidebar Agreement.

3. The following Departments and/or employees are not subject to this change: employees of the Department of Public Works, employees of the Borough's Senior Center, employees of the Red Bank Public Library, and civilian employees of the Red Bank Police Department.

4. The four day workweek shall be implemented on a trial basis beginning Monday, June 1, 2009 and shall continue through August 31, 2009. The Borough may, in its sole discretion, extend the four day workweek for the affected employees from August 31 through December 31, 2009. If the Borough intends to exercise this discretionary option, it will provide the Union written notice of this intention on or before August 1, 2009. Should the Borough decide to continue the four day workweek until December 31, 2009, the practice will end as of that date, and not continue into 2010, unless the parties reach a new Sidebar Agreement providing that the four day workweek shall continue into 2010.

5. Pursuant to this Sidebar Agreement, the Borough offices will be opened from 8:00 a.m. to 6:00 p.m. Monday through Thursday, except for the exempt Departments listed above. Department heads for the affected employees will have the authority and flexibility to schedule their employees so as to provide appropriate coverage for the Departments between the hours of 8:00 a.m. and 6:00 p.m. Monday through Thursday. However, this discretionary authority will not alter the fact that the affected employees will still work a minimum of a 35 hour workweek, excluding lunch.

6. The following titles listed in the Collective Bargaining Agreement between the Borough and the Union shall be subject to the 4 day "trial" workweek:

Administrative Assistant
Bookkeeper
Clerk
Deputy Court Clerk
Registrar of Vital Statistics
Secretary
Senior Computer Operator
Senior Secretary
Senior Technical Assistant
Office of the Construction Official

7. All employees (except Police Officers) may be subject to three (3) unpaid furlough days to be imposed between July 1, 2009 and December 31, 2009. When imposed each Department head will schedule furlough days for each employee in such a manner that (a) will not include more than one furlough day per pay period per employee, and (b) Department heads will schedule furlough days so as to maintain essential department operations.

8. The parties agree that the term of the current Agreement will be extended from December 31, 2008 to December 31, 2009 with the following changes:

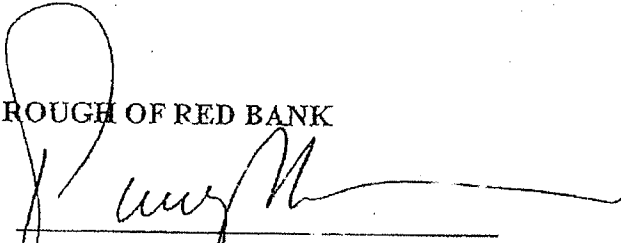
a. Those employees in the "Step Guide" in Schedule A of the Agreement will move to the next step on the guide. This guide movement will be prospectively only from July 1, 2009 forward. No other guide movement will occur until the parties have reached an Agreement for a successor contract subsequent to December 31, 2009.

b. For those employees receiving compensation greater than the highest pay level for their job classification Listed in Schedule "A", their salaries will increase by 3% effective July 1, 2009. As with the aforementioned guide movement, this increase will be prospectively only.

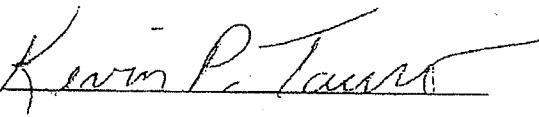
c. All employees will be switched from the current PPO health insurance plan to the POS health insurance plan. There will be no changes in benefit levels as a result of this change.

9. The parties hereby agree that, except for the express provisions of this Sidebar Agreement, the terms of that Agreement between the Borough and the Union shall remain in full force and effect.

BOROUGH OF RED BANK

By: 
Dated: 6-22-09

CWA LOCAL 1034

By: 
Dated: 6-18-09