

AGREEMENT

between

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA

MOORESTOWN PUBLIC WORKS EMPLOYEES

January 1, 2008

-through-

December 31, 2012

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PREAMBLE

THIS AGREEMENT entered into this _____ day of December, 2008, by and between THE TOWNSHIP OF MOORESTOWN, IN THE COUNTY OF BURLINGTON, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and COMMUNICATIONS WORKERS OF AMERICA, MOORESTOWN PUBLIC WORKS EMPLOYEES, hereinafter called "Communications Workers of America, the Union or CWA" represents the complete and final understanding on all bargainable issues between the Township and Communications Workers of America.

ARTICLE I
RECOGNITION

- A. The Township recognizes the Communications Workers of America as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedules A, B, C, D, and E, but excluding any supervisory employees, management executives, confidential employees, clerical employees, and all other Township employees.
- B. The titles herein shall be defined to include the plural, as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE IIA
NEW JERSEY DEPARTMENT OF PERSONNEL RULES

- A. The Township and the Union agree to be bound by the rules and regulations of the New Jersey Department of Personnel.
- B. All Department of Public Works promotional job opportunities shall be posted at Public Works, Pine Street (Sewer Treatment Plant), Kings Highway (Water Treatment Plant), and Town Hall, with a copy forwarded to each shop steward.

ARTICLE IIB
ALCOHOL AND DRUG FREE WORKPLACE

The Township and the Union agree to be bound by the rules and regulations of the Drug Free Workplace Act (41 USC section 702 et seq.) of 1988 and the U.S. Department of Transportation regulations (49 CFR part 40) requiring the Township to maintain a drug and alcohol free workplace and to conduct alcohol and drug testing in accordance with Moorestown Township Council Resolution No. 95-147 adopted August 30, 1995.

ARTICLE III
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its property and facilities, and the activities of its employees;
 2. To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees and to make and modify work rules in connection therewith;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
 4. To establish reasonable rules or modifications of existing rules governing working conditions without negotiating same or consulting with Communications Workers of America or its representatives.
- B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the adopting of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

ARTICLE III
MANAGEMENT RIGHTS (continued)

- C. Nothing contained herein shall be construed to deny or restrict the Township in its rights, responsibilities and authority under any federal, state, county, or local law or ordinance.

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein means any controversy in the interpretation or alleged violation of the express terms of this Agreement applicable to an employee, and may be raised by an employee or the Township.

The term "days" shall mean working days.

B. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between parties covered by this Agreement, with the exception of Township initiated grievances, which will proceed in accordance with Section C, and shall be followed in its entirety unless any step is waived by mutual consent.

Time limits in grievance procedure may be modified or extended by mutual consent which shall be in writing.

The Township recognizes an employee's right to representation.

Step One:

The aggrieved shall institute action under the provisions hereof by personally submitting the grievance orally to the grievant's foreman or immediate supervisor within seven (7) days of the event giving rise to the grievance. The foreman or supervisor shall render a verbal decision within (7) days after receipt of the grievance.

ARTICLE IV
GRIEVANCE PROCEDURE (continued)

Step Two:

If the grievance is not settled in the first step, grievant and union representative shall submit a written statement of the grievance and the facts giving rise thereto to the next higher individual in the administrative chain of command within seven (7) days of the decision rendered in Step One. That supervisor shall render a written decision within seven (7) days after receipt of the grievance.

Step Three:

If the grievance is not settled in Step Two, grievant and union representative shall submit a written statement of the grievance and the facts giving rise thereto, to the Director of Public Works within seven (7) days of receipt of the decision rendered in Step Two. The Director shall schedule a hearing and render a decision within fifteen (15) days of the hearing.

Step Four:

If the grievance is not settled in Step Three, grievant and Union Representative shall, in a manner consistent with Step Three, submit a written statement of the grievance and the facts giving rise thereto to the Township Manager within seven (7) days of receipt of the decision rendered in Step Three. The Manager shall schedule a hearing and render a decision within twenty (20) days of the hearing.

The failure of a grievant to take action within the above specified time periods shall constitute an abandonment of the grievance.

Step Five:

- a. If the aggrieved person is not satisfied with the decision of the Township Manager, such grievant and their Union Representative may within thirty (30) days request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

ARTICLE IV

GRIEVANCE PROCEDURE (continued)

- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved person elects to pursue New Jersey Department of Personnel procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the Public Employment Relations Commission (PERC) and the Union shall pay whatever costs may be incurred in processing the case to PERC.

- c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall further be bound by the laws of the State of New Jersey and of the United States and of the decisions of the Courts of the State of New Jersey and the United States. The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The Arbitrator's decision shall be final and binding on the parties; however, each party retains the right to Judicial Review.

- d. The costs for the services of the arbitrator and the arbitration facilities shall be borne equally by the Township and the Union. Any other expenses incurred including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. TOWNSHIP GRIEVANCES:

Grievances initiated by the Township shall be filed directly with Communications Workers of America within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after the filing of the grievance between the Township Manager, or his designated representative, in an earnest effort to adjust the differences between the parties.

D. DISCIPLINE:

Discipline shall be progressive in nature and for just cause.

ARTICLE V
NO-STRICK PLEDGE

- A. CWA covenants and agrees that during the term of this Agreement neither CWA, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e.; the concerted failure to report for duty or willful absence of an employee covered by this contract), work stoppage, slowdown, walk-out, or other job action against the Township. CWA agrees that such action would constitute a material breach of this agreement.

- B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any CWA member shall entitle the Township to invoke any or all of the following alternatives:
 - 1. Termination of employment of such employee(s).

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages or both in the event of such breach by CWA or its members.

ARTICLE VI
HEALTH AND SAFETY COMMITTEE

The Township shall establish a Health and Safety Committee to be comprised of the Director of Public Works, or his designee, two other representatives of the Township, and three representatives of the bargaining unit. The Director of Public Works shall appoint the Township representatives. CWA shall appoint three individuals to be the bargaining unit representatives; however, membership in CWA shall not be a prerequisite to serve on the Health and Safety Committee.

The committee shall meet at least quarterly (provided they are productive) at a mutually agreeable time and place to discuss issues regarding employee safety. The committee may discuss and review accidents, actual or potential hazards, and job procedures to encourage workplace safety. The Health and Safety Committee could submit proposals at any time to the Director of Public Works. Emergency and/or hazardous situations can be submitted verbally and in writing and will receive immediate attention. The committee may make written recommendations to the Township Manager concerning the issues or problems it has discussed.

ARTICLE VII
PROVISIONS OF INFORMATION

Township agrees to post at the Public Works Operation Center, 601 East Third Street, appropriate Township and Civil Service written rules and regulations pertaining to employment and:

1. "The Township agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based."

2. "Public Works Timesheet" (to be posted weekly).

ARTICLE VIII
PERSONNEL FILES

Township agrees to permit employees covered by this Agreement to periodically inspect their personnel file maintained in the Office of the Director of Public Works. Said inspection shall be at a time convenient to the Director, after notice by the employee, and shall occur at the beginning or end of the workday. The Township agrees to comply with the New Jersey Department of Personnel requirements for the maintenance of employee's personnel files.

Township agrees to permit employees covered by this Agreement to periodically inspect their personnel file maintained in the Personnel Office of Town Hall. Said inspection shall be at a time convenient to the Payroll Supervisor, after notice by the employee, and shall occur at the beginning or end of the workday. The Township agrees to comply with the New Jersey Department of Personnel requirements for the maintenance of employee's personnel files.

ARTICLE IX
RIGHTS AND PRIVILEGES OF LOCAL

- A. A duly authorized member of the CWA shall be permitted a reasonable amount of time to transact, on the premises, with management, joint CWA and Management business, as long as it does not interfere with assigned duties; however, this shall not be construed to mean that any employee will be compensated for time devoted to negotiating the terms of this or any other agreement.

- B. CWA may have the use of a meeting space as designated on a per meeting basis for up to four meetings per year in the Public Works Center, when appropriately scheduled through the proper Township authority. No employee shall be compensated for time spent at a meeting of CWA.

- C. A total of three (3) days off with pay shall be provided to each of four (4) union stewards or delegates per calendar year to attend stewards training or conduct official union business, provided that the steward and CWA provide at least three (3) days notice to the Department Director. The stewards shall submit written evidence of their attendance.

- D. CWA shall install and maintain a bulletin board at the Public Works Center for posting of appropriate notices and/or communications. The CWA and Public Works Director shall agree on a suitable location for the bulletin board.

ARTICLE X
HEALTH BENEFITS

A. TOWNSHIP OF MOORESTOWN EMPLOYEE HEALTH BENEFITS PROGRAM

Township shall contribute, on behalf of each eligible, full-time, permanent or provisional employee, 100% of the premiums for a Health Insurance Program maintained by the Township for providing coverage for each said employee desiring coverage.

The Township shall also contribute a monthly amount equal to 100% of the monthly premiums to the Township of Moorestown Employee Health Benefits Program, for the coverage of dependents of all permanent and provisional full-time employees covered by this Agreement.

Employees hired after January 1, 2009 will have a choice between two plans, an HMO and a PPO. The lesser premium plan will be provided by the Township for the employee and employees electing parent-child, husband-wife or family coverage. The higher premium plan will be provided to the employee only. The employee, at his or her option, may choose dependent coverage but must contribute 100% of the difference in cost between the lowest premium plan and the more expensive premium plan for employees electing parent-child, husband-wife or family coverage.

Employees covered under the traditional indemnity plan shall have their individual deductible limit established at \$300 per year, and their family deductible limit established at \$600 per year.

Employees covered by the HMO Plan shall pay a \$15 per visit co-pay, except for emergency room visits which shall be \$50 per visit co-pay. Employees covered by PPO Plans shall also pay \$15 per visit co-pay.

Employees hired after January 11, 2007 are not eligible for the Traditional Plan. Employees hired before January 11, 2007 will continue to have the Traditional Plan as an option.

Coverage After Retirement

For employees hired prior to January 1, 2009, the Township will pay 90% of the cost of health insurance premiums to an eligible retiring employee and his/her family, provided that the employee is at least 55 years of age and has worked for the Township at least twenty-five (25) years and contributes 10% of the premium charged.

ARTICLE X
HEALTH BENEFITS (continued)

For employees hired after January 1, 2009, the Township will pay 50% of the cost of health insurance premiums to an eligible retiring employee and his/her family, provided that the employee is at least 55 years of age and has worked for the Township at least thirty (30) years and contributes 50% of the premium charged.

Said coverage shall be provided up to the later of age 65 or Medicare eligibility age providing those eligible annually certify in writing to the satisfaction of the Township Manager that they have no other medical coverage.

B. DENTAL BENEFITS:

The Township shall provide a dental insurance plan for full-time employees. The Township reserves the right to select the specified plan and will attempt to provide the best plan available. The plan limit per individual covered will be \$2,000 per year.

C. PRESCRIPTION BENEFITS:

The Township will provide a prescription drug program for full-time active employees. The plan shall require a \$15 co-payment for brand name prescriptions and \$8 co-payment for generic prescriptions. The plan shall have standard exclusions, including oral contraceptive drugs.

D. EYE CARE:

Employees shall be eligible for reimbursement of eye care expenses including examinations, prescription glasses or contact lens, up to a maximum of \$250 annually total for a family. An employee's spouse and dependents shall be eligible for coverage within the annual maximum benefit. The Township Manager may promulgate a form and such rules as may be necessary to administer this program. Any unused benefit shall not accrue from year to year.

ARTICLE X
HEALTH BENEFITS (continued)

E. PHYSICAL EXAMINATIONS:

The Township will provide a physical examination for all permanent and provisional full-time employees covered by this Agreement equal to that provided supervisory employees of the Department of Public Works, according to the following schedule:

1. As a qualified employee attains fifty (50) years of age, the employee will be entitled to an annual physical examination in the year the employee attains age fifty (50).
2. As a qualified employee attains forty (40) years of age, the employee will be entitled to a physical examination two (2) years after the last time the employee was eligible for an examination.
3. Employees who are thirty-nine (39) years of age or younger will be entitled to a physical examination every three (3) years.

F. TEMPORARY DISABILITY BENEFITS:

Each Township employee shall be covered by New Jersey State Disability Insurance Program. The Township shall make appropriate payroll deductions and Township contributions in accordance with State legislation establishing and regulating said program.

G. TOWNSHIP OPTION:

The Township may, at its option, change any of the foregoing plans or carriers, so long as substantially the same benefits are provided. The Township, whenever practical, will provide the Union with sixty (60) days advance notice of their intent to change any of the foregoing plans or carriers. The Township will provide the employee's with thirty (30) days prior notice of the change to any of the foregoing plans or carriers.

H. COMMENCEMENT OF COVERAGE:

All health benefits coverage for full-time active employees (i.e. medical, dental, prescription, eye care, etc.) will begin after the 90th day of eligible employment. This will include dependent coverage. This provision will take effect for current eligible employees, who have been employed more than 90 days, who are currently not receiving benefits immediately upon execution of this Agreement.

ARTICLE X
HEALTH BENEFITS (continued)

- I. The Township will make an AFLAC or similar plan available to employees.

ARTICLE XI
PERSONAL LEAVE DAYS AND BEREAVEMENT LEAVE

A. PERSONAL LEAVE DAYS:

Each full-time permanent or provisional employee having served at least six (6) months full-time service with the Township shall be allowed three (3) personal days for personal business that can be attended to only during employee's regular working hours, provided notice is made prior to the start of the shift to the Public Works Director or his designee. Such leave shall be granted subject to the manpower needs of the department and will not be granted contiguous to sick, absence without permission, or disciplinary leave days. Effective January 1, 2008, the Township will allow employees to convert one (1) accumulated and unused sick day to a personal day, thereby allowing a total of four (4) personal days on an annual basis. A personal leave day shall not carry over into the following calendar year.

The Township will not unreasonably deny an employee's request for use of personal leave time.

B. BEREAVEMENT LEAVE:

1. Each full-time permanent or provisional employee having served at least three (3) months full-time service with the Township shall be allowed up to a maximum of four (4) days leave, with pay, in the event of a death in the employee's immediate family. An additional day may be granted, with pay, at the discretion of the department head in the event attendance at the funeral requires travel in excess of two hundred miles in one direction.

Immediate family shall be defined as an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household, domestic partner and civil partner (as defined under NJ State

ARTICLE XI

PERSONAL LEAVE DAYS AND BEREAVEMENT LEAVE (continued)

Domestic Partnership and civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody.

For good cause of the definition of immediate family may be expanded upon by the approval of the Department Head or designee.

2. In order for the employee to receive compensation under this section, he must notify the Public Works office, or the employee's immediate supervisor, of the death in the immediate family by 9:00 a.m. on the first day to be taken as bereavement leave. At this notification, he must also inform the Public Works office, or his immediate supervisor, of the number of bereavement days the employee anticipates using.

3. On the day the employee returns to work he must present to the Public Works office, or his immediate supervisor, a copy of the Notice of Death, or Obituary published in a newspaper together with the name of the paper and the city and date of publication. If a Death Notice or Obituary cannot be obtained, a letter from the undertaker who arranged the funeral should be submitted, stating the employee's attendance at a funeral of the member of the immediate family. In addition, the employee must complete a "Bereavement Leave" form, which would state the date of death of the immediate family member, the location and name of the undertaker and the date and place of interment. This form, together with the attached Notice of Death and the undertaker's letter, will be forwarded to the Deputy Manager's office for payroll processing.

4. Until an employee meets the requirements of Section Three of this Article, any leave taken as bereavement leave under Section One of this Article, will be charged to vacation leave.

ARTICLE XII
HOLIDAYS AND VACATION / JURY DUTY

I. HOLIDAYS:

A. The following holidays shall be recognized:

1. New Years Day..... January 1
2. Martin Luther King's Birthday 3rd Monday January
3. Washington's Birthday..... 3rd Monday in February
4. Good Friday..... Varies
5. Memorial Day..... Last Monday in May
6. Independence Day July 4th
7. Labor Day 1st Monday in September
8. Columbus Day 2nd Monday in October
9. Veterans Day November 11th/Floating
10. Thanksgiving Day..... 4th Thursday in November
11. Friday after Thanksgiving..... 4th Friday in November
12. Christmas Day December 25th

B. Independence Day – When Independence Day falls on a Tuesday, the preceding Monday will be a holiday. When Independence Day falls on a Thursday, the following Friday will be a holiday.

C. Veterans Day – Veterans Day is a floating holiday, which may be taken anytime during the calendar year. The Department of Public Works will be open and working on Veterans Day itself. Reasonable accommodation, subject to manpower needs, shall be provided those employees desiring to take Veterans Day off on Veterans Day. Each employee shall notify the Director of Public Works a minimum of two (2) days prior to the day he or she selects to take as the holiday. Failure to take the holiday within the calendar year shall constitute loss of the day and be non-compensable.

D. Christmas – When Christmas falls on a Tuesday, the preceding Monday will be a holiday. When Christmas falls on a Wednesday, Thursday, Friday, or Saturday, the preceding day will be a one-half (1/2) day holiday.

E. Holidays which fall on Sunday, will be celebrated on the following Monday.

ARTICLE XII

HOLIDAYS AND VACATION / JURY DUTY (continued)

- F. Holidays which fall on Saturday will be taken as a compensatory day, subject to the approval of the Department Director, in the remainder of the same year as the holiday, with the exception of Christmas, which may be taken at any time prior to December 31st of the following year.

- G. Special Summer Holiday – Employees covered by this agreement shall be entitled to a Summer Holiday which may be taken between Memorial Day and Labor Day at an employee’s choice. The Township shall post a notice concerning the Special Summer Holiday benefit on or before April 1 of each year. Each employee shall notify the Director of Public Works a minimum of two (2) days prior to the day he or she selects to take as a holiday. Failure to take the holiday by Labor Day each year shall constitute loss of the holiday and be non-compensable.

II. VACATION:

- A. Eligibility – Each provisional, probationary and permanent full-time employee of the municipality shall be entitled to earn vacation, with pay, in accordance with the following schedule:

<u>PERIOD OF EMPLOYMENT</u>	<u>EARNED AT THE RATE OF:</u>
During the first year	One day per month
From beginning of 2 nd year to end of 8 th year	12 days per year
From beginning of 9 th year to end of 12 th year	15 days per year
From beginning of 13 th year to end of 20 th year	18 days per year
From beginning of 21 st year to end of 24 th year	20 days per year
From beginning of 25 th year and thereafter	22 days per year

ARTICLE XII

HOLIDAYS AND VACATION / JURY DUTY (continued)

- B. Accrual of Vacation Leave – Vacation leave shall be earned and accrued from the commencement of employment, including temporary employment, but may not be used until a permanent employee shall have completed his probationary period, or a provisional employee has satisfactorily completed three (3) months of service. A provisional employee, who has completed three (3) months of service, and subsequently without a break in service, is appointed on a permanent probationary basis, may use vacation during his probationary period.

Each permanent, probationary and provisional full-time employee earns vacation while he is in pay status, either for days worked or for absence on vacation or sick leave or absence due to a service-connected disability covered by Workers' Compensation. When, by reason of new appointment, a termination or leave without pay, an employee serves for only part of a month, his accrual vacation leave shall be pro-rated on the basis of the basis of the number of days he was in pay status.

- C. Accumulation – An employee may not accumulate to his credit more than two (2) years accumulated vacation leave. Any accumulation in excess of this amount will be lost. The Department Director may grant payment of wages in lieu of vacation leave when vacation could not be granted due to workload and scheduling.
- D. Vacation Authorization – the Director of Public Works shall determine the vacation schedule and departmental policies necessary to maintain departmental operations. Conflicts brought about the operational needs of the department shall be resolved on a seniority basis.
- E. Vacation must be scheduled in advance, except by mutual agreement of the employees and the Director of Public Works, subject to the following:

- * Request of 3 days to 5 days Vacation – 1 week advance notice required.
- * Request of 6 days to 10 days Vacation – 2 weeks advance notice required.
- * Request of 11 days to 15 days Vacation – 3 weeks advance notice required.

ARTICLE XII
HOLIDAYS AND VACATION / JURY DUTY (continued)

F. Payment of wages in advance for a vacation period will be provided in accordance with the salary ordinance.

III. JURY DUTY:

A. If an employee is called to serve on jury duty such time will not be deducted from the employee's authorized leave time if the employee submits their jury duty check to the Township to account for the number of days absent from work. This time must be reported on the daily report.

B. If an employee while during the course of their work is a witness to an accident, subpoenaed to appear in court and does appear in court, then the employee will be paid their regular wages by the Township.

ARTICLE XIII
WAGES AND COMPENSATION

I. COMPENSATION:

The employees within the Public Works Department occupying the positions set forth in each schedule annexed hereto, shall be compensated at the respective annual rate for 2008 as set forth in Schedule A annexed hereto, for 2009 as set forth in Schedule B annexed hereto, for 2010 as set forth in Schedule C annexed hereto, for 2011 as set forth in Schedule D annexed hereto, and for 2012 as set forth in Schedule E annexed hereto. The negotiated wage increase for 2008 shall be 3.5%, for 2009 shall be 3.5%, for 2010 shall be 3.75%, for 2011 shall be 4.0%, and for 2012 the wage increase shall be 4.0%. Employees within the Public Works Department will receive a retroactive payment, less appropriate deductions, for services rendered from December 21, 2007 to the first pay period reflecting the new salary.

The annual salaries or compensation payable in accordance with Schedules A, B, C, D, and E of this Agreement, shall be paid in equal biweekly installments. Such biweekly

ARTICLE XIII
WAGES AND COMPENSATION (continued)

installments or rates shall be determined by dividing the respective annual salary or compensation by the number of paydays in the year.

The appropriate hourly rate of compensation for each employee shall be determined by dividing the aforesaid annual salary by 26 to obtain a biweekly rate. This weekly rate is then divided by the number of hours constituting the basic week's work (work week) of the respective employee.

For all employees, forty (40) hours of work performed within the aforesaid workweek shall constitute a basic week's work.

The pay period, for the purpose of such payment, shall be deemed to be the week beginning Friday morning and ending Thursday night (midnight) of the end of the week preceding the payday for the biweekly pay.

II. WORKING OUT OF CLASS (Upgrade or Acting Duty Pay)

An employee assigned to work in a higher level position shall receive forty-five (45) minutes additional pay for each one-half (1/2) day or ninety (90) minutes additional pay for any one day worked in the higher level position.

"Assigned to work in a higher level position" shall mean the assignment of an employee by a supervisor to substantially perform those duties and responsibilities assigned to the higher level position and to continue performing those duties and responsibilities for the entire one-half (1/2) or full day. This provision shall not apply to the occasional assignment of a particular element, duty or responsibility normally assigned to a higher level position.

ARTICLE XIII
WAGES AND COMPENSATION (continued)

III. CERTIFICATION / LICENSE:

Full-time employees shall be granted time off from work with pay in order to take classes or test to obtain certifications or licenses required by Public Works operations, provided such test or class is scheduled during the normal workday and approved by the Director of Public Works. The township will reimburse the employee for all costs related to obtaining the certification or license. If the test or class is scheduled during non-working hours, the Township will reimburse the employee for the cost of the course to obtain the certification or license. This provision shall not apply to the CDL process.

In the event that an employee must take any classes, tests or training to maintain a required license or certification, the Township will grant and the Director will schedule the employee time off from work with pay to take the training, classes or tests to maintain the certification or license and the Township will reimburse the employee for all related costs. If the test or class is scheduled during non-working hours, the Township will reimburse the employee for the cost of the course to obtain the certification of license.

In the event such an employee has had a certification or license fee reimbursed by the Township, the employee will be obligated to remain in Township employment for six (6) months thereafter or reimburse the Township for the full amount.

An employee will be reimbursed within thirty (30) days of submittal of all documents necessary for reimbursement.

ARTICLE XIV

LONGEVITY

Upon completion of the appropriate number of years of continuous, unbroken, full-time service to the Township by an employee holding the office or position set forth below there shall be added to the biweekly compensation of said employee an amount determined by dividing the annual payment shown below (“Longevity Pay”) by 26. Said longevity pay shall commence at the start of the first biweekly pay period of the same calendar month during which said employee completes said appropriate number of years of continuous, unbroken service to the Township.

For all employees hired prior to January 1, 2009, longevity shall be paid as follows:

<u>TIME SERVICE</u>	<u>AMOUNT</u>
7 th thru 10 th year	\$1,625
11 th thru 15 th year	\$2,025
16 th thru 20 th year	\$2,425
21 st thru 24 th year	\$2,825
25 th year and over	\$3,225

Employees hired after January 1, 2009 are not eligible for longevity.

ARTICLE XV

EVALUATIONS

Employees shall be evaluated annually. Step increments shall not be withheld due to the failure of a supervisor to complete an evaluation in a timely manner.

- A. Evaluations shall be made at least once each year for all employees on their anniversary date. An employee must have worked for their immediate supervisor for at least three (3) months before an evaluation can be performed.

ARTICLE XV
EVALUATIONS (continued)

- B. Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review and sign such evaluation. The supervisor shall confer with the employee regarding the evaluation and provide a copy of same. The employee's signature on said evaluation shall not indicate agreement or disagreement with the contents of the evaluation.

- C. Appeals on adverse performance evaluations shall be resolved through the grievance procedure. If the rating is a primary or contributing factor in future adverse action (that is, demotion, separation and so forth), the employee retains all rights to a formal hearing as provided in NJAC 4A:6-5.

- D. Unless an employee receives official notification of unsatisfactory work performance, he or she shall be deemed to have performed at a satisfactory level. Where the performance of an employee is unsatisfactory, the supervisor will confer with the employee as soon as practicable and set forth deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the employee must sign the notice describing the topic(s) of such conference. An employee shall "check" on the notice whether they agree or disagree with the evaluation. An unsatisfactory evaluation received, within the 60-day period prior to the annual evaluation, shall not result in adverse action with regard to step increments that year, but may impact the following year.

- E. Evaluations used for the purpose of granting or withholding increments shall be based on twelve (12) month period of service. If an increment is withheld and the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective twelve (12) months from the date withheld increment would have been paid.

- F. During the working test period employees will be evaluated after two (2) months and at the end of the working test period.

- G. Excused sick and disability leave shall not have an adverse impact on evaluations.

ARTICLE XVI

UNIFORMS

A. Uniforms:

Six (6) sets of uniforms shall be provided to employees covered by this Agreement and be at Township expense. The Township reserves the right to designate the uniform supplier. If the Township supplies a uniform for an employee, it must be worn by the employee. Employees hired after April 1, 1989, shall be required to wear the uniform provided. All employees in the bargaining unit will receive six (6) t-shirts each calendar year.

Employees may elect to be reimbursed for the purchase of blue jeans in lieu of receiving standard uniform pants under the new uniform contract. The maximum reimbursement per year shall be \$120 for employees choosing this option. The employee must submit a clearly legible paid receipt for the jeans to the Director in order to obtain the reimbursement. The jeans purchased shall be standard blue jeans and shall be properly cleaned, repaired and replaced, when necessary, by the employee. At all times, said jeans shall be presentable to the public.

The Township agrees to discuss with representatives of the union the selection of uniforms to insure appropriate color and quality.

B. Winter Jackets / Coveralls:

The Township shall purchase a new winter jacket or coverall by October 31, 2009. The cost to the Township shall not exceed one hundred dollars (\$100) per employee.

C. Safety Shoes:

The Township shall reimburse an employee, covered by this Agreement, who purchases a work shoe that is acceptable to the Director of Public Works or his designee. The cost to the Township shall not exceed \$150 per employee per year. The employee must submit a clearly legible paid receipt for the shoes to the Director in order to obtain the reimbursement.

The employee must purchase and wear suitable work shoes.

ARTICLE XVI

UNIFORMS (continued)

D. Mechanics Tool Allowance:

The annual tool allowance per mechanic will be \$325. Each mechanic will be required to keep a record of their tool purchases with the date, vendor, description of tool, and dollar amount expended. Receipts should be attached to the record when available. A voucher will include a certification for the mechanic to sign, indicating the tools were purchased by him. The mechanics can process these reimbursement requests anytime after \$50 has been expended, or quarterly.

ARTICLE XVII
HOURS AND AUTHORIZED BREAKS

A. Work Week:

The Standard DPW workweek (excluding Kings Highway Water Plant personnel) shall consist of five (5) consecutive days Monday through Friday, inclusive.

B. Starting Times, Quitting Times, Lunch Breaks:

The regular starting time for work shifts shall be as follows:

**ALL DEPARTMENT PERSONNEL, EXCLUDING SANITATION AND
WATER TREATMENT PERSONNEL:**

The workday will consist of eight (8) hours, 7:30 am to 4:00 pm, with a half-hour (1/2) for lunch. Lunch shall be between 12:00 noon and 12:30 pm.

1. Sanitation Department:

The workday will consist of eight (8) hours (7:00 am to 3:30 pm), with one-half (1/2) hour for lunch. Lunch shall be between 12:00 noon and 12:30 pm.

Since September 5, 1994, Sanitation Division employees have been permitted to go home as soon as all trash has been collected, including related duties, but no sooner than 1:30 pm. No crew can go home until all crews have completed collection. Overtime pay begins for time worked after 3:30 pm.

A group grievance concerning the Sanitation Division Pilot Program (work schedule, early release time, etc.) was filed on March 4, 1997. The grievance remained unresolved until the 1999-2001 labor contract was negotiated and approved. As part of the overall settlement of said contract, the group grievance was officially and permanently withdrawn.

ARTICLE XVII

HOURS AND AUTHORIZED BREAKS (continued)

2. Water Treatment Plant:

The workday will consist of eight (8) hours. Employees at the Kings Highway Water Treatment Plant will work rotating shifts of 7:00 am to 3:00 pm; 3:00 pm to 11:00 pm; 11:00 pm to 7:00 am. Hours per week will vary per shift from 40 to 50 hours. The relief operator, when not working a shift, will work 7:00 am to 3:00 pm. The outside plant operator will work 7:00 am to 3:00 pm. Kings Highway Plant Operators will remain at the plant and be on duty during breaks and lunch, and will be paid during these times.

3. Utilization of Sick Leave:

Sick leave for all employees will be allowed subject to the following proviso. An employee or an employee's spouse must notify the Department Director, or his designee, prior to the start of their shift if they will be out sick and thereafter daily. An employee's spouse may make the notification in the case of serious illness or flu. Daily notice may be waived by the Department Director when circumstances make this provision impractical.

An employee who is absent on sick leave for four (4) days or more must, upon return, present a certification by a physician. The Township Manager or his designee may waive this requirement.

4. All starting times, quitting times, and lunch periods are subject to modification by Departmental Supervision based on special reasons or emergencies, including but not limited to: manpower shortage, pending current or anticipated storm conditions, utility breaks or stoppages, traffic hazards, material deliveries or departmental efficiency. Said modifications shall be reported to the Director of Public Works or his designee.

ARTICLE XVII

HOURS AND AUTHORIZED BREAKS (continued)

C. Lunch Breaks

1. Employees, other than those covered by Subsection 2, authorized to take an off-premises lunch break shall not be allowed to leave their job or worksite any sooner than ten minutes prior to the lunch break, (11:50 am). Said employees shall return to their job or worksite no later than ten (10) minutes after said lunch break, and all such employees shall be back at work by 12:40 pm.
2. Employees assigned to work at the Department of Public Works Headquarters/Main Garage, (excluding Sewer Treatment Plant or Municipal Building Complex employees) shall not leave for lunch prior to 12:00 noon, and shall return by 12:30 pm. Employees at these locations may wash-up for lunch at 11:50 am.
3. The Township will not provide its employees with drop-off or pick-up service (also known as “taxi service”) for employees’ lunch. Each employee shall be responsible for his own transportation to and from lunch break, and be responsible for reassembling with his crew at the required time.
 - a. When the use of a Township vehicle is permitted, lunch breaks are to be taken within the Township of Moorestown; however, employees living within one (1) mile of the Township boundary line may eat at their home or residence.

D. Break (Morning and Afternoon):

All employees are permitted two (2) authorized breaks: one fifteen (15) minute period in the morning, commencing no sooner than 8:45 am, and ending no later than 10:30 am. One five (5) minute period in the afternoon, commencing no sooner than 2:00 pm and ending no later than 3:00 pm. The intent of the short afternoon break is to allow employees to use a restroom, pick up a beverage, or make a necessary personal phone call.

Building Maintenance workers and Water Plant workers not working the standard day shift, shall receive break periods as provided above on a schedule approved by their supervisor.

ARTICLE XVII

HOURS AND AUTHORIZED BREAKS (continued)

No breaks are permitted to be taken at an employee's home. While breaks may be taken at the job site, all off-premise breaks shall be taken at the closest convenient location to an employee's worksite within the Township of Moorestown.

Break times may be modified by supervisors, on specific case-by-case basis, based on emergencies or special reasons. Said modification shall be reported to the Director of Public Works, or his designee.

E. Clean-Up Period:

No more than ten (10) minutes shall be allowed for employee clean-up before quitting time.

F. Extraordinary Shift:

In the event an employee who is covered by this Agreement works sixteen (16) consecutive hours, the employee shall be entitled to eight (8) hours off. If the eight hour rest period overlaps with the normal workday, the employee shall receive pay at straight time rate for the overlap hours. The employee may decide to return after four hours and be compensated at double time for the remaining hours worked that overlap the normal workday.

G. Contracted Work:

The Township agrees that any work routinely performed by bargaining unit employees will not be contracted out prior to meeting with the Union in a joint labor management discussion to discuss alternatives to contracting out the work except in cases of an emergency.

ARTICLE XVIII

OVERTIME

A. Time-and-one-half the employee's regular hourly rate of pay shall be paid for work under the following condition:

1. All work performed in excess of eight (8) hours a day provided, however, that employees who are not in pay status for forty (40) hours in a week shall lose the right to overtime pay until he/she works or is in pay status for forty (40) hours in said week.

B. Holidays:

In the event an employee is required to work on any holiday listed in Article XI, they shall be paid time-and-one-half their regular rate of pay for all hours worked on that day, unless said work qualifies under Section C, Festive Holidays. This time-and-one-half provision shall apply only for work performed on the day taken in lieu of a holiday, when such is the case, and shall not apply to work performed on the actual holiday.

C. Festive Holidays:

In the event an employee is called in to perform emergency work (non-scheduled overtime) on the following six (6) Festive Holidays they shall be paid two times their regular rate of pay for all hours worked on that day:

- | | | |
|----|------------------|-------------------------|
| 1. | New Year's Day | January 1 st |
| 2. | Memorial Day | Monday |
| 3. | Independence Day | July 4 |
| 4. | Labor Day | Monday |
| 5. | Thanksgiving | Thursday |
| 6. | Christmas Day | December 25 |

ARTICLE XVIII

OVERTIME (continued)

D. Call-Ins:

An employee called into work shall receive a minimum of three (3) hours pay at overtime rate.

E. Meal Allowance:

1. An employee who works four (4) hours of overtime beyond the shift's regularly scheduled ending time or is called in on an emergency basis for four (4) hours shall be provided with a meal at no cost to the employee.
2. An employee who is called to work at least three (3) hours prior to the beginning of his shift shall be provided with a meal at no cost to the employee.
3. An employee who qualified for a meal under the above guideline shall be given a meal allowance in the amount of \$6 for breakfast and/or lunch \$8 for dinner. No receipt shall be required for reimbursement.
4. If the Township provides a meal, no individual reimbursement will be provided to the employee.

F. Assignment of Overtime:

1. Employees shall have overtime preference within their own division, based on seniority, and assuming they are qualified for the assignment. In scheduling personnel for divisional or departmental/general overtime, departmental management will utilize a list based on seniority and job title. The purpose of the list will be to offer overtime as fair and equally as possible to employees desiring same on a rotating basis. Once an employee has received an overtime assignment, the next eligible and qualified employee on the list will receive the next opportunity, and so on, throughout the calendar year. No effort will be made by management to balance overtime per employee hour for hour. Employees declining assignment will be bypassed and not called again until the rotation brings their name back up. Three consecutive declines will drop the employee from further assignments in that year. However, medical reasons or approved leave shall not constitute a decline under this provision.

ARTICLE XVIII
OVERTIME (continued)

2. In scheduling personnel for emergency overtime, Section F.1. does not apply.
3. The Division of Building and Grounds is exempt from the provisions of Section F.1.; however, employees can apply to the Public Works Director to qualify and be trained for this assignment.

ARTICLE XIX
CREDIT FOR UNUSED SICK DAYS AND SICK LEAVE SELL-BACK

- A. An employee leaving the Department in good standing by death, the completion of ten (10) years of service or after age 55, shall be compensated for unused accumulated sick leave in a lump sum payment at the base rate of pay then in effect in accordance with the following formula:
 1. If the employee has 149 days or less he or his estate shall be compensated at the rate of \$20/day.
 2. If the employee has 150-174 days remaining he or his estate shall be compensated for 10% of them at the base rate of pay and 90% at the rate of \$20/day.
 3. If the employee has 175-199 days remaining he or his estate shall be compensated for 15% of them at the base rate of pay and 85% at the rate of \$20/day.
 4. If the employee has 200-224 days remaining he or his estate shall be compensated for 20% of them at the base rate of pay and 80% at the rate of \$20/day.
 5. If the employee has 225 days or more remaining then he or his estate shall be compensated for 25% of them at the base rate of pay and for 75% shall receive \$20/day.

The maximum benefit payable under this provision shall be ten thousand dollars (\$10,000).

ARTICLE XIX

CREDIT FOR UNUSED SICK DAYS AND SICK LEAVE SELL-BACK (continued)

- B. Effective January 1, 2007, CWA employees using three (3) sick days or less in a particular year may apply on November 1st through December 1st, of the year in question to sell back to the Township up to five (5) days of that year's sick leave allocation at base pay. To receive approval, a CWA employee must have a minimum accumulation of 30 days sick leave to his credit, at all times before and after the sell-back, and utilize not more than three sick days through December 31st of the year in which he applies. It is the employee's responsibility to complete the appropriate application for between November 1st and December 1st and his or her decision shall be final.

ARTICLE XX

UNION DUES CHECK-OFF, AGENCY SHOP & REPRESENTATION FEE

- A. Union Dues Check-Off:

Upon written acceptable authorization, the Township agrees to deduct union dues from the base biweekly wage of employee covered by this Agreement. CWA shall certify the amount of said dues to the Township at least thirty (30) days prior to the first day of the month in which said dues are to be deducted.

Township agrees to remit dues deducted to the Communications Workers of America, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C., 20006 by the fifteenth (15th) day of the month following the calendar month in which such dues are deducted, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be mailed to the Office of the President of CWA Local 1034.

Union dues check-off deductions may be stopped in accordance with N.J.S.A. 52:14-15.9e. Township agrees to supply the CWA with a copy of any request to halt dues deduction.

ARTICLE XX

UNION DUES CHECK-OFF, AGENCY SHOP & REPRESENTATION FEE (continued)

If, during the life of this Agreement there shall be any change in the rate of membership dues, the CWA shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution indicating the dues changes and the effective date of such changes.

B. Agency Shop:

Township agrees to grant an agency shop to CWA if, and only if the following conditions are met:

1. CWA shall first obtain the signatures of at least seventy percent (70%) of the employees covered by this Agreement. Employees' signatures shall indicate the voluntary agreement to join CWA and to pay dues to the CWA.
2. Upon CWA presenting to the Township proof, in a form acceptable to the Township, that seventy percent (70%) of employees have consented to sign up to join the union, Township shall require the remaining employees covered by this Agreement, to pay a representation fee in lieu of dues as provided below.

C. Representation Fee:

1. If, after CWA has achieved agency shop status in accordance with Section B of this Article, an employee does not choose to become a member of CWA during any membership year (from 1 January to the Following December 31st), said employee will be required within thirty (30) days after the Township has formally, in writing, recognized that CWA has achieved agency shop status, to pay a representation fee to CWA through payroll deductions. The purpose of this fee will be to offset the employee's per capita cost of services rendered by CWA as majority representative.

ARTICLE XX

UNION DUES CHECK-OFF, AGENCY SHOP & REPRESENTATION FEE (continued)

2. Any employee covered by this Agreement, who has not joined CWA before the expiration of the thirty (30) days described in Section C.1 above pertaining to Township recognition of an agency shop, or any new employee to a position covered by this Agreement, who does not join within thirty (30) days of initial employment, or any employee previously employed in a position covered by this Agreement, who does not join within thirty (30) days of reentry to a position covered by this Agreement, shall, as a condition of employment, pay a representation fee to CWA by payroll deduction. The representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular CWA membership dues, fees and assessments as certified to the Township by CWA.
- D. The CWA and National CWA agrees to indemnify, defend and hold the Township harmless against any and all claims, demands, suits or orders of judgment brought or issued against the Township with regard to the dues check-off, agency shop and/or representation fee.

The Township assumes no liability for administrative oversight, errors or insufficient paycheck funds.

ARTICLE XXI

SEPARABILITY AND SAVINGS

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.

ARTICLE XXII
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXIII
SPECIAL LEAVE OF ABSENCE

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties, or who for any reason considered good by the appointing authority and who desires to secure leave from his regular duties may, with the approval of Township be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Township, such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why in his opinion the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty.

The amount of sick leave, vacation and personal leave credit shall be reduced if an employee is on approved leave of absence without pay, suspended without pay for a greater length than five (5) total days within any calendar year or if they are absent without pay or approval and/or terminated.

ARTICLE XXXIV
TERM AND RENEWAL

This Agreement shall be in full force and effect as of the retroactive to 21 December 2007, and shall remain in effect to and including 31 December 2012, without any reopening date. If either party wishes to change, modify, or not to renew this Agreement as of 1 January 2013, then said party shall give notice to the other party not less than ninety (90) days prior to the last day of the term of this Agreement, i.e.; ninety (90) days prior to 31 December 2012. If no such notice is given as aforesaid, then this Agreement and all the terms and conditions contained herein shall automatically renew as of 1 January 2013, at which time, this Agreement shall again continue in full force and effect for an additional year and from year-to-year thereafter, unless either party gives the other such aforesaid notice not less than ninety (90) days prior to the last day of the term of this Agreement then in effect. Notice shall be given under this paragraph by Certified Mail, Return Receipt Requested, and shall be complete upon mailing. For the purpose of mailing, the following address shall be sufficient:

Township Manager
Township of Moorestown
Town Hall
2 Executive Drive, Suite 9A
Moorestown, NJ 08057

Communications Workers of America
Local 1034
26 High Street
Post Office Box 723
Mount Holly, NJ 08060

Either party shall submit a copy of its entire proposal, for any change or modification, to either party together with said notice at the same time said notice is served.

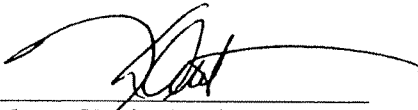
ARTICLE XXIV

TERM AND RENEWAL(continued)

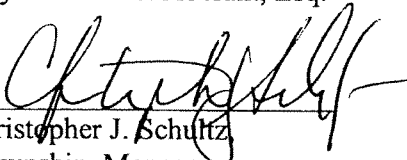
IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Moorestown, New Jersey this 5th day of December, 2008.

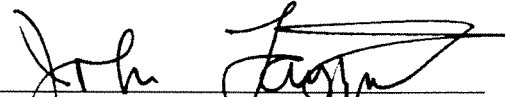
TOWNSHIP OF MOORESTOWN

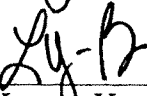
COMMUNICATIONS WORKERS OF AMERICA

By: 
Mayor Kevin E. Aberant, Esq.

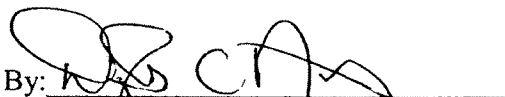
By: 
Ruth Barrett, Temporary Administrator

By: 
Christopher J. Schultz
Township, Manager

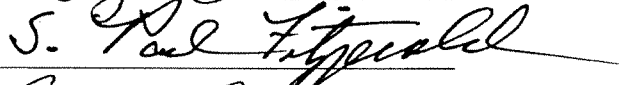
By: 
John Lazarotti, Assistant to the President

By: 
Lauren Young-Boukema,
CWA Staff Representative

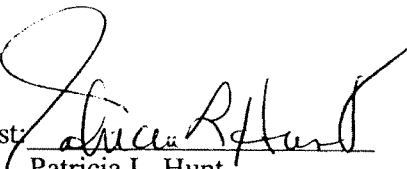
NEGOTIATION COMMITTEE MEMBERS

By: 

By: 

By: 

By: 

Attest: 
Patricia L. Hunt
Township Clerk

SCHEDULE A
Ordinance No. 31-2008
Effective: 12/21/2007

CWA - 2008
3.50%

POSITION	INCREMENT	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	1,636	33,078	34,713	36,350	37,985	39,621	41,256	42,892	44,527	46,163
Chemist/Water/Analysis/STP Operator	2,442	48,785	51,230	53,671	56,113	58,555	60,997	63,439	65,881	68,323
Equipment Operator	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Heavy Equipment Operator	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Laboratory Technician / STP Operator	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Laborer	1,727	34,750	36,477	38,202	39,928	41,655	43,382	45,109	46,836	48,562
Laborer, Heavy	1,823	36,399	38,223	40,044	41,867	43,690	45,512	47,335	49,157	50,980
Laborer, Light	1,579	31,992	33,568	35,147	36,725	38,304	39,883	41,461	43,040	44,619
Maintenance Repairer	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Mechanic	2,220	44,239	46,458	48,679	50,900	53,120	55,341	57,561	59,781	62,002
Mechanic's Helper	1,727	34,750	36,477	38,202	39,928	41,655	43,382	45,109	46,836	48,562
Public Works Inspector	2,442	48,785	51,230	53,671	56,113	58,555	60,997	63,439	65,881	68,323
Pump Station Operator - Sewage	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Recreation & Park Maintenance Worker	1,727	34,750	36,477	38,202	39,928	41,655	43,382	45,109	46,836	48,562
Sanitation Driver	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Sanitation Inspector	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Senior Tree Climber	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Senior Mechanic	2,382	47,359	49,740	52,120	54,502	56,884	59,265	61,647	64,029	66,411
Sewage Plant Operator	2,122	42,109	44,229	46,350	48,472	50,595	52,717	54,839	56,961	59,084
Tree Climber	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Tuck Driver	1,913	38,258	40,171	42,084	43,997	45,910	47,823	49,736	51,648	53,561
Water Meter Reader / Water Repairer	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Water Meter Repairer	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Water Repairer	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Sewer / Water Repairer	2,013	40,162	42,174	44,188	46,201	48,214	50,227	52,240	54,253	56,266
Water Treatment Plant Operator	2,122	43,020	45,141	47,261	49,384	51,506	53,628	55,750	57,873	59,995

SCHEDULE B
Ordinance No. 31-2008
Effective: 12/19/2008

CWA - 2009
3.50%

POSITION	INCREMENT	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	1,693	34,236	35,928	37,622	39,315	41,008	42,700	44,393	46,086	47,778
Chemist/Water/Analysis/STP Operator	2,528	50,493	53,023	55,549	58,077	60,604	63,132	65,659	68,187	70,714
Equipment Operator	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Heavy Equipment Operator	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Laboratory Technician / STP Operator	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Laborer	1,787	35,966	37,754	39,539	41,326	43,113	44,900	46,688	48,475	50,262
Laborer, Heavy	1,886	37,673	39,561	41,446	43,332	45,219	47,105	48,991	50,878	52,764
Laborer, Light	1,634	33,111	34,743	36,377	38,011	39,645	41,279	42,913	44,546	46,180
Maintenance Repairer	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Mechanic	2,298	45,787	48,084	50,383	52,681	54,979	57,277	59,575	61,874	64,172
Mechanic's Helper	1,787	35,966	37,754	39,539	41,326	43,113	44,900	46,688	48,475	50,262
Public Works Inspector	2,528	50,493	53,023	55,549	58,077	60,604	63,132	65,659	68,187	70,714
Pump Station Operator - sewage	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Recreation & Park Maintenance Worker	1,787	35,966	37,754	39,539	41,326	43,113	44,900	46,688	48,475	50,262
Sanitation Driver	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Sanitation Inspector	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Senior Tree Climber	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Senior Mechanic	2,465	49,017	51,481	53,944	56,409	58,874	61,340	63,805	66,270	68,735
Sewage Plant Operator	2,197	43,582	45,777	47,972	50,169	52,365	54,562	56,759	58,955	61,152
Tree Climber	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Truck Driver	1,980	39,597	41,577	43,557	45,537	47,517	49,497	51,476	53,456	55,436
Water Meter Reader / Water Repairer	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Water Meter Repairer	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Water Repairer	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Sewer / Water Repairer	2,084	41,568	43,650	45,734	47,818	49,901	51,985	54,068	56,152	58,236
Water Treatment Plant Operator	2,197	44,526	46,721	48,915	51,112	53,309	55,505	57,702	59,898	62,095

SCHEDULE C

Ordinance No. 31-2008
Effective: 12/18/2009

CWA - 2010
3.75%

POSITION	INCREMENT	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	1,756	35,520	37,276	39,033	40,789	42,545	44,302	46,058	47,814	49,570
Chemist/Water/Analysis/STP Operator	2,622	52,384	55,011	57,632	60,254	62,877	65,499	68,121	70,744	73,366
Equipment Operator	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Heavy Equipment Operator	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Laboratory Technician / STP Operator	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Laborer	1,854	37,315	39,169	41,021	42,876	44,730	46,584	48,438	50,293	52,147
Laborer - Heavy	1,957	39,086	41,044	43,000	44,957	46,914	48,872	50,829	52,786	54,743
Laborer - Light	1,695	34,353	36,046	37,741	39,436	41,131	42,827	44,522	46,217	47,912
Maintenance Repairer	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Mechanic	2,384	47,504	49,887	52,273	54,657	57,041	59,425	61,810	64,194	66,578
Mechanic's Helper	1,854	37,315	39,169	41,021	42,876	44,730	46,584	48,438	50,293	52,147
Public Works Inspector	2,622	52,386	55,011	57,632	60,254	62,877	65,499	68,121	70,744	73,366
Pump Station Operator - Sewage	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Recreation & Park Maintenance Worker	1,854	37,315	39,169	41,021	42,876	44,730	46,584	48,438	50,293	52,147
Sanitation Driver	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Sanitation Inspector	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Senior Tree Climber	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Senior Mechanic	2,558	50,855	53,412	55,967	58,525	61,082	63,640	66,198	68,755	71,313
Sewage Plant Operator	2,279	45,217	47,493	49,771	52,050	54,329	56,608	58,887	61,166	63,445
Tree Climber	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Truck Driver	2,054	41,082	43,136	45,190	47,245	49,299	51,353	53,407	55,461	57,515
Water Meter Reader / Water Repairer	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Water Meter Repairer	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Water Replacer	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Sewer / Water Repairer	2,162	43,127	45,287	47,449	49,611	51,773	53,934	56,096	58,258	60,419
Water Treatment Plant Operator	2,279	46,195	48,473	50,750	53,029	55,308	57,587	59,866	62,145	64,424

SCHEDULE D
Ordinance No. 31-2008
Effective: 12/17/2010

CWA - 2011
4.00%/a

POSITION	INCREMENT	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	1,827	36,940	38,767	40,594	42,421	44,247	46,074	47,900	49,727	51,553
Chemist/Water/Analysis/STP Operator	2,727	54,482	57,211	59,937	62,665	65,392	68,119	70,846	73,573	76,301
Equipment Operator	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Heavy Equipment Operator	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Laboratory Technician / STP Operator	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Laborer	1,928	38,808	40,736	42,662	44,591	46,519	48,448	50,376	52,304	54,233
Laborer, Heavy	2,035	40,649	42,686	44,720	46,755	48,791	50,826	52,862	54,897	56,933
Laborer, Light	1,763	35,727	37,488	39,251	41,014	42,777	44,540	46,303	48,066	49,829
Maintenance Repairer	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Mechanic	2,480	49,404	51,883	54,364	56,843	59,323	61,802	64,282	66,762	69,241
Mechanic's Helper	1,928	38,808	40,736	42,662	44,591	46,519	48,448	50,376	52,304	54,233
Public Works Inspector	2,727	54,482	57,211	59,937	62,665	65,392	68,119	70,846	73,573	76,301
Pump Station Operator - Sewage	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Recreation & Park Maintenance Worker	1,928	38,808	40,736	42,662	44,591	46,519	48,448	50,376	52,304	54,233
Sanitation Driver	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Sanitation Inspector	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Senior Tree Climber	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Senior Mechanic	2,660	52,889	55,548	58,205	60,865	63,526	66,186	68,846	71,506	74,166
Sewage Plant Operator	2,370	47,025	49,393	51,762	54,132	56,502	58,872	61,242	63,613	65,983
Tree Climber	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Truck Driver	2,136	42,726	44,862	46,998	49,134	51,271	53,407	55,543	57,679	59,815
Water Meter Reader / Water Repairer	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Water Meter Repairer	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Water Repairer	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Sewer / Water Repairer	2,248	44,852	47,099	49,347	51,595	53,843	56,092	58,340	60,588	62,836
Water Treatment Plant Operator	2,370	48,043	50,412	52,780	55,150	57,520	59,890	62,260	64,630	67,000

SCHEDULE E

Ordinance No. 31-2008
Effective: 12/16/2011

CWA - 2012
4.00%/

POSITION	INCREMENT	STEP A	STEP B	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	1,900	38,418	40,317	42,218	44,118	46,017	47,917	49,816	51,716	53,615
Chemist/Water/Analysis/STP Operator	2,836	56,661	59,500	62,335	65,171	68,007	70,844	73,680	76,516	79,353
Equipment Operator	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Heavy Equipment Operator	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Laboratory Technician / STP Operator	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Laborer	2,006	40,360	42,366	44,369	46,374	48,380	50,385	52,391	54,397	56,402
Laborer, Heavy	2,117	42,275	44,393	46,509	48,626	50,743	52,859	54,976	57,093	59,210
Laborer, Light	1,833	37,156	38,987	40,821	42,654	44,488	46,321	48,155	49,988	51,822
Maintenance Repairer	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Mechanic	2,579	51,380	53,958	56,538	59,117	61,696	64,274	66,853	69,432	72,011
Mechanic's Helper	2,006	40,360	42,366	44,369	46,374	48,380	50,385	52,391	54,397	56,402
Public Works Inspector	2,836	56,661	59,500	62,335	65,171	68,007	70,844	73,680	76,516	79,353
Pump Station Operator - Sewage	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Recreation & Park Maintenance Worker	2,006	40,360	42,366	44,369	46,374	48,380	50,385	52,391	54,397	56,402
Sanitation Driver	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Sanitation Inspector	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Senior Tree Climber	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Senior Mechanic	2,766	55,005	57,770	60,534	63,300	66,067	68,833	71,599	74,366	77,132
Sewage Plant Operator	2,465	48,906	51,369	53,832	56,297	58,762	61,227	63,692	66,157	68,622
Tree Climber	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Truck Driver	2,222	44,435	46,656	48,878	51,100	53,321	55,543	57,765	59,986	62,208
Water Meter Reader / Water Repairer	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Water Meter Repairer	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Water Repairer	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Sewer / Water Repairer	2,338	46,646	48,983	51,321	53,659	55,997	58,335	60,673	63,012	65,350
Water Treatment Plant Operator	2,465	49,965	52,429	54,891	57,356	59,821	62,286	64,751	67,216	69,680