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A G R E E M E N T

between

TOWNSHIP OF MOORESTOWN,
BURLINGTON COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 1044

MOORESTOWN PUBLIC WORKS EMPLOYEES

January 1, 1992 -through- December 31, 1994

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PREAMBLE

THIS AGREEMENT entered into this 19 day of ~~January~~^{February}, 1993, 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 LOCAL 1044, MOORESTOWN PUBLIC WORKS EMPLOYEES, hereinafter called "Local 1044, the Union or CWA" represents the complete and final understanding on all bargainable issues between the Township and Local #1044.

ARTICLE I
RECOGNITION

- A. The Township recognizes The Communication Workers of America Local 1044 as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedules A, B and C, 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 II
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.

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 Local 1044 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.
- 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 seven (7) days after receipt of the grievance.

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 render a decision within twenty (20) days after receipt of the grievance.

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 render a decision within twenty (20) days after receipt of the grievance.

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 ten (10) days request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

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 American Arbitration Association and the Union shall pay whatever costs may be incurred in processing the case to the American Arbitration Association.

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 Association. 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 Local 1044 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, and the President of Local 1044, or his designated representative, in an earnest effort to adjust the differences between the parties.

ARTICLE V
NO-STRIKE PLEDGE

- A. Local 1044 covenants and agrees that during the term of this Agreement neither Local 1044, nor any person acting in 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. Local 1044 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 Local 1044 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 Local 1044 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. Local 1044 shall appoint three individuals to be the bargaining unit representatives; however, membership in Local 1044 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
PROVISION OF INFORMATION

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

1. Statement of non-discrimination;
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 work day. The Township agrees to comply with the New Jersey Department of Personnel requirements for the maintenance of employees personnel files.

ARTICLE IX
RIGHTS AND PRIVILEGES OF LOCAL

- A. A duly authorized member of the Local shall be permitted a reasonable amount of time to transact, on the premises, with management, joint Local 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. Local 1044 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 Local 1044.
- C. A total of two (2) days off with pay shall be provided to each of three (3) union stewards per calendar year to attend stewards training, provided that the steward and Local 1044 provide at least three (3) days notice to the Department Director. The stewards shall submit written evidence of their attendance.
- D. Local 1044 shall install and maintain a bulletin board at the Public Works Center for posting of appropriate notices and/or communications. The Local 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
AS ADMINISTERED BY COX-GREEN, INC.:

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 Township for providing coverage for each said employee desiring coverage.

For the life of this Agreement, the Township shall contribute a monthly amount equal to 100% of the monthly premiums to the Township of Moorestown Employee Health Benefits Program, as administered by Cox-Green, Inc. of Cherry Hill, NJ. for the coverage of dependents of all permanent and provisional full-time employees covered by this Agreement.

Employees shall co-pay with the Township for the health care benefit premium increases for 1995 and thereafter unless modified by negotiations between the parties. The specific amount of the co-pay shall not exceed the amount paid by any municipal employee group for the year 1995. An employee group shall not include the Moorestown Police Association (F.O.P.)

B. DENTAL BENEFITS:

The Township shall provide a dental insurance plan for employees only. The Township reserves the right to select the specific plan and will attempt to provide the best plan available.

The Township will provide dental benefits to an employee's family members, provided the employee has three (3) years of employment service with the Township.

ARTICLE X
HEALTH BENEFITS - (continued)

C. PRESCRIPTION BENEFITS

The Township will provide a prescription drug program for employees and eligible family members, provided the employee has two (2) years of employment service with the Township. Effective December 1, 1992, the plan shall require a \$6.00 co-payment for brand name prescriptions and a \$4.00 co-payment for generic prescriptions. The plan shall have standard exclusions, including oral contraceptive drugs.

The co-payment may increase to \$7.00 for brand name prescriptions and \$5.00 for generic prescriptions, if and when the premium increases to that level for other municipal groups, and no sooner than January 1, 1994.

The Township shall meet and negotiate with the CWA during the later months of 1993 to document the prescription plan premium increases and the levels of co-payments of other municipal employee groups. The meeting shall be limited to the magnitude of the premium increase. If the Township fails to document the premium increase and the co-payment of the other municipal employees, the increased prescription plan co-payment will not be assessed against the employees in the Public Works department.

The failure of the CWA to meet at a mutually agreeable date and time shall not prevent the Township from implementing the increased prescription co-pay.

For employees hired after January 1, 1993, family coverage shall be provided after three (3) years of employment with the Township.

D. 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:

ARTICLE X

HEALTH BENEFITS - (continued)

1. Employees who are, or will attain, fifty (50) years of age or older during and after calendar year 1986, will be entitled to a physical examination during 1986 and each year thereafter. 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 obtains age fifty (50) regardless of when he was last eligible.
2. Employees who are between forty (40) and forty-nine (49) years of age during and after calendar year 1987 will be entitled to a physical examination during 1987 and every two (2) years thereafter. 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.
(i.e.; An employee is thirty-nine years of age in 1986 and was eligible for an examination in 1986. Upon attaining age forty (40) in 1987, the employee will be entitled to another examination two (2) years after the 1986 examination, or in 1988.)
3. Employees who are thirty-nine (39) years of age or younger during and after calendar year 1988 will be entitled to a physical examination during 1988 and every three (3) years thereafter.

E. 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.

- F. The Township may, as its option, change any of the foregoing plans or carriers, so long as substantially the same benefits are provided.

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 written request is made two (2) days in advance of such leave to the Public Works Director or his designee. The Director of Public Works may waive the two days advance notice requirement in the case of an employee's personal emergency. 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. 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 three (3) days leave, with pay, in the event of a death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, husband, wife, sister, brother or child. An additional fourth day shall be granted, with pay, in the event attendance at the funeral requires travel in excess of two hundred miles in one direction.

ARTICLE XI

PERSONAL LEAVE DAYS AND BEREAVEMENT LEAVE - (Cont'd.)

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

I. HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day.....January 1
2. Martin Luther King's Birthday...3rd Monday in 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
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. 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.

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

E. Holidays which fall on Saturday will be taken as 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.

ARTICLE XII
HOLIDAYS AND VACATION - (continued)

F. 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 2nd year to end of 8th year	12 days per year
From beginning of 9th year to end of 12th year	15 days per year
From beginning of 13th year to end of 20th year	18 days per year
From beginning of 21st year and thereafter	20 days per year

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

ARTICLE XII
HOLIDAYS AND VACATION - (continued)

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 Workmen's Compensation. When, by reason of new appointment, a termination or a leave without pay, an employee serves for only part of a month, his accrual of vacation leave shall be pro-rated on 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 by operational needs of a department shall be resolved on a seniority basis.

E. Vacation must be requested in advance, except by mutual agreement of the employees and the Director of Public Works, subject to the following:

ARTICLE XII
HOLIDAYS AND VACATION - (continued)

Request of two (2) days, or less -- 24 hours advance notice required.

Request of three (3) days to two (2) weeks -- three (3) weeks advance notice required.

Request of three (3) weeks -- four (4) weeks advance notice required.

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

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 1992 as set forth in Schedule A annexed hereto; for 1993 as set forth in Schedule B annexed hereto; for 1994 as set forth in Schedule C annexed hereto. The negotiated wage increases for 1992 shall be 5%, for 1993 the wage increase shall be 5.25%, and for 1994 the wage increase shall be 5%. Employees within the Public Works Department will receive a retroactive payment, less appropriate deductions, for services rendered from December 20, 1991 to the first pay period reflecting the new salary.

The annual salaries or compensation payable in accordance with Schedules A, B & C of this Agreement, shall be paid in equal weekly installments. Such weekly installments or rates shall be determined by dividing the respective annual salary or compensation by the number of pay days in the year.

The appropriate hourly rate of compensation for each employee shall be determined by dividing the aforesaid annual salary by 52 to obtain a weekly 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 work week shall constitute a basic week's work.

ARTICLE XIII
WAGES AND COMPENSATION - (continued)

All salaries and compensation payable on a weekly or hourly basis for the balance of 1992, 1993 and 1994 shall be paid at the end of the one-week period following the week in which such salaries or compensation shall have been earned.

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 pay day for the weekly pay.

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 weekly compensation of said employee an amount determined by dividing the annual payment shown below ("Longevity Pay") by 52. Said longevity pay shall commence at the start of the first weekly pay period of the same calendar month during which said employee completes said appropriate number of years of continuous, unbroken service to the Township.

<u>DURING THE BELOW YEAR OF FULL- TIME SERVICE</u>	<u>AMOUNT</u>
7th thru 10th year	\$ 950
11th thru 15th year	\$1,350
16th thru 20th year	\$1,750
21st year and over	\$2,150

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. Evaluation 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.
- 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 the deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the employee must sign notice describing the topic(s) of

ARTICLE XV
EVALUATIONS - (continued)

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 a 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 the 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.

B. Winter Jackets/Coveralls:

Effective January 1, 1993, the Township shall purchase a new winter jacket or coverall for each employee covered by this Agreement and on the payroll as of January 1, 1993. The cost to the Township shall not exceed fifty dollars (\$50) per man.

C. Safety Shoes

Effective January 1, 1993, 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 \$75 per man 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 and sewer treatment plant maintenance repairer will be \$250.00. 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 \$50.00 has been expended, or quarterly.

ARTICLE XVII
HOURS AND AUTHORIZED BREAKS

- A. The standard DPW work week (excluding Kings Highway Water Plant personnel) shall consist of five (5) consecutive days, Monday through Friday, inclusive;
- B. The regular starting times for work shifts shall be as follows:

ALL DEPARTMENT PERSONNEL, EXCLUDING BUILDING
MAINTENANCE, SANITATION AND WATER TREATMENT
PERSONNEL:

The work day 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. Building Maintenance Shifts:

Library and Police Headquarters - The work day will consist of eight hours (6:00 am to 2:30 pm) with one-half (1/2) hour for lunch (12:00 noon to 12:30 pm).

Town Hall/Public Works - Day shift will consist of eight hours (6:30 am to 3:00 pm) with one-half (1/2) hour for lunch (12:00 noon to 12:30 pm). Night shift will consist of eight hours (3:00 pm to 11:30 pm) with one-half (1/2) hour for lunch (6:30 pm to 7:00 pm).

2. Sanitation Department:

The work day 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.

ARTICLE XVII
HOURS AND AUTHORIZED BREAKS - (continued)

3. Water Treatment Plant:

The work day will consist of eight (8) hours. Employees at the Kings Highway Water Treatment Plant will work rotating shifts of 8:00 am to 4:00 pm; 4:00 pm to midnight; midnight to 8:00 am. Hours per week will vary per shift from 40 to 50 hours. The relief operator, when not working a shift, will work 7:30 am to 4:00 pm. The outside plant operator will work 7:30 am to 4:00 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.

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 shortages, 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.

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.

ARTICLE XVII
HOURS AND AUTHORIZED BREAKS - (continued)

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.

ARTICLE XVII
HOURS AND AUTHORIZED BREAKS - (continued)

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.

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 a 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.

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. 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. Call-Ins: Effective January 1, 1992, an employee called into work shall receive a minimum of two (2) hours pay at overtime rate. Effective January 1, 1993, an employee called into work shall receive a minimum of three (3) hours pay at overtime rate. For 1992 this benefit has no retroactivity for call-ins prior to the contract settlement date.

ARTICLE XVIII
OVERTIME - (continued)

D. 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 \$6.00 for breakfast and/or lunch and \$8.00 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.

ARTICLE XIX
CREDIT FOR UNUSED SICK DAYS

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 \$20.00/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 20.00/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 \$20.00/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 \$20.00/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 \$20.00/day.

The maximum benefit payable under this provision shall be seven thousand five hundred dollars (\$7500).

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 weekly wage of employee covered by this Agreement. Local 1044 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, Communication 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 Local 1044.

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

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

B. Agency Shop:

Township agrees to grant an agency shop to Local 1044 if, and only if, the following conditions are met:

1. Local 1044 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 Local 1044 and to pay dues to the Local.

ARTICLE XX - (continued)

2. Upon Local 1044 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 Local 1044 has achieved agency shop status in accordance with Section B of this Article, an employee does not choose to become a member of Local 1044 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 Local 1044 has achieved agency shop status, to pay a representation fee to Local 1044 through payroll deductions. The purpose of this fee will be to offset the employee's per capita cost of services rendered by Local 1044 as majority representative.
2. Any employee covered by this Agreement, who has not joined Local 1044 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 re-entry to a position covered by this Agreement, shall, as a condition of employment, pay a representation fee to Local 1044 by payroll deduction. The representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular Local 1044 membership dues, fees and assessments as certified to the Township by Local 1044.

ARTICLE XX - (continued)

- D. The Local 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 of 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
TERM AND RENEWAL

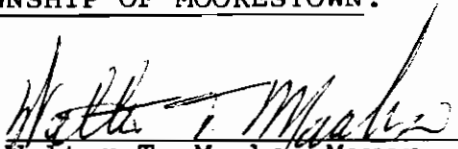
This Agreement shall be in full force and effect as of and retroactive to 1 January 1992, and shall remain in effect to and including 31 December 1994, without any reopening date. If either party wishes to change, modify, or not to renew this Agreement as of 1 January 1995, then said party shall give 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 1994. 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 1995, 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 mailings, the following addresses shall be sufficient:

Township Manager	Communications Workers of America
Township of Moorestown	Local 1044
Town Hall	107 High Street
111 West Second Street	Post Office Box 723
Moorestown, NJ 08057	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.

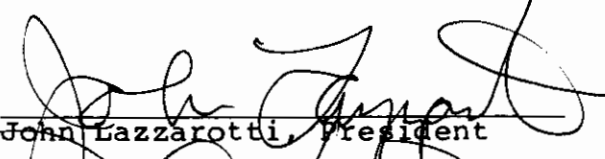
IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Moorestown, New Jersey this 19th day of ~~January~~^{FEB}, 1993.

TOWNSHIP OF MOORESTOWN:

By: 
Walter T. Maahs, Mayor

By: 
John T. Terry,
Township Manager

COMMUNICATION WORKERS OF AMERICA

By: 
John Lazzarotti, President

By: 
Lisa Holgash, Staff Rep.

NEGOTIATION COMMITTEE MEMBERS

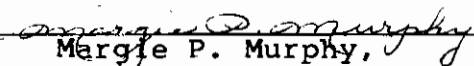
By: S. Paul Fitzjerald 2-19-93

By: J. Hatpkojian 2/19/93

By: Wm E. Harney 2-19-93

By: Kurt E. Dunlap 2-19-93

By: _____

Attest: 
Margie P. Murphy,
Township Clerk

SCHEDULE A

1992 SALARIES (on and after December 20,1991)

POSITION	INCRE- MENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	872	19,200	20,072	20,944	21,816	22,688	23,560	24,432
Chemist/Water Analysis/ STP Operator	1,289	28,346	29,635	30,924	32,213	33,502	34,791	36,080
Equipment Operator	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Heavy Equipment Operator	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Laboratory Technician/ STP Operator	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Laborer	912	20,175	21,087	21,999	22,911	23,823	24,735	25,647
Laborer, Heavy	960	21,149	22,109	23,069	24,029	24,989	25,949	26,909
Laborer, Light	833	18,561	19,394	20,227	21,060	21,893	22,726	23,559
Maintenance Repairer	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Mechanic	1,171	25,706	26,877	28,048	29,219	30,390	31,561	32,732
Mechanic's Helper	912	20,175	21,087	21,999	22,911	23,823	24,735	25,647
Public Works Inspector	1,289	28,346	29,635	30,924	32,213	33,502	34,791	36,080
Pump Station Operator- Sewage	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Recreation & Park Maintenance Worker	912	20,175	21,087	21,999	22,911	23,823	24,735	25,647
Sanitation Driver	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Sanitation Inspector	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Senior Tree Climber	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Senior Mechanic	1,257	27,525	28,782	30,039	31,296	32,553	33,810	35,067
Sewage Plant Operator	1,120	24,480	25,600	26,720	27,840	28,960	30,080	31,200
Tree Climber	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Truck Driver	1,011	22,225	23,236	24,247	25,258	26,269	27,280	28,291
Water Meter Reader/ Repairer	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Water Meter Repair	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Water Repairer	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Sewer Repairer/Water Repairer	1,062	23,338	24,400	25,462	26,524	27,586	28,648	29,710
Water Treatment Plant Operator	1,120	24,961	26,081	27,201	28,321	29,441	30,561	31,681

SCHEDULE B

1993 SALARIES (on and after December 18, 1992)

POSITION	INCRE- MENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	908	20,208	21,116	22,024	22,932	23,840	24,748	25,656
Chemist/Water Analysis/ STP Operator	1,357	29,834	31,191	32,548	33,905	35,262	36,619	37,976
Equipment Operator	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Heavy Equipment Operator	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Laboratory Technician / STP Operator	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Laborer	960	21,234	22,194	23,154	24,114	25,074	26,034	26,994
Laborer, Heavy	1,011	22,259	23,270	24,281	25,292	26,303	27,314	28,325
Laborer, Light	877	19,535	20,412	21,289	22,166	23,043	23,920	24,797
Maintenance Repairer	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Mechanic	1,232	27,056	28,288	29,520	30,752	31,984	33,216	34,448
Mechanic's Helper	1,117	21,234	22,351	23,468	24,585	25,702	26,819	27,936
Public Works Inspector	1,357	29,834	31,191	32,548	33,905	35,262	36,619	37,976
Pump Station Operator- Sewage	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Recreation & Park Maintenance Worker	960	21,234	22,194	23,154	24,114	25,074	26,034	26,994
Sanitation Driver	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Sanitation Inspector	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Senior Tree Climber	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Senior Mechanic	1,323	28,970	30,293	31,616	32,939	34,262	35,585	36,908
Sewage Plant Operator	1,179	25,765	26,944	28,123	29,302	30,481	31,660	32,839
Tree Climber	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Truck Driver	1,064	23,392	24,456	25,520	26,584	27,648	28,712	29,776
Water Meter Reader/ Water Repairer	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Water Meter Repair	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Water Repairer	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Sewer Repairer/Water Repairer	1,118	24,563	25,681	26,799	27,917	29,035	30,153	31,271
Water Treatment Plant Operator	1,179	26,271	27,450	28,629	29,808	30,987	32,166	33,345

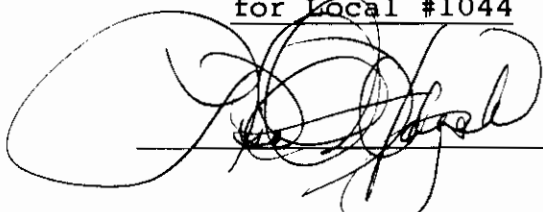
SCHEDULE C1994 SALARIES (Effective January 1, 1994)

POSITION	INCRE- MENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	954	21,218	22,172	23,126	24,080	25,034	25,988	26,942
Chemist/Water Analysis/ STP Operator	1,425	31,326	32,751	34,176	35,601	37,026	38,451	39,876
Equipment Operator	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Heavy Equipment Operator	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Laboratory Technician/ STP Operator	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Laborer	1,008	22,296	23,304	24,312	25,320	26,328	27,336	28,344
Laborer, Heavy	1,062	23,372	24,434	25,496	26,558	27,620	28,682	29,744
Laborer, Light	921	20,512	21,433	22,354	23,275	24,196	25,117	26,038
Maintenance Repairer	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Mechanic	1,294	28,409	29,703	30,997	32,291	33,585	34,879	36,173
Mechanic's Helper	1,173	22,296	23,469	24,642	25,815	26,988	28,161	29,334
Public Works Inspector	1,425	31,326	32,751	34,176	35,601	37,026	38,451	39,876
Pump Station Operator- Sewage	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Recreation & Park Maintenance Worker	1,008	22,296	23,304	24,312	25,320	26,328	27,336	28,344
Sanitation Driver	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Sanitation Inspector	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Senior Tree Climber	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Senior Mechanic	1,389	30,419	31,808	33,197	34,586	35,975	37,364	38,753
Sewage Plant Operator	1,238	27,053	28,291	29,529	30,767	32,005	33,243	34,481
Tree Climber	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Truck Driver	1,117	24,562	25,679	26,796	27,913	29,030	30,147	31,264
Water Meter Reader/ Water Repairer	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Water Meter Repair	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Water Repairer	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Sewer Repairer/Water Repairer	1,174	25,791	26,965	28,139	29,313	30,487	31,661	32,835
Water Treatment Plant Operator	1,238	27,585	28,823	30,061	31,299	32,537	33,775	35,013

ADDENDUM #1 TO 1992-94 CWA LOCAL 1044 -
MOORESTOWN TOWNSHIP LABOR AGREEMENT
DATED FEBRUARY 19, 1993

The parties agree to negotiate the specifics of the Employee Evaluation Form, which has been proposed in draft form by the Township, and reach an agreement on the specific wording of the Evaluation Form by May 1, 1993.

for Local #1044

 2/19/93

J. Hatzkeogian 2/19/93

S. Paul Fitzgerald 2-19-93

Wm E. Harvey

Paul E. Dunbar

for Moorestown Township

