

# AGREEMENT

between

TOWNSHIP OF MOORESTOWN  
BURLINGTON COUNTY, NEW JERSEY

and

TOWNSHIP OF MOORESTOWN  
PUBLIC WORKS SUPERVISORS

January 1, 2008

-through-

December 31, 2012

# TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	2
I	RECOGNITION.....	2
IIA	NJ DEPARTMENT OF PERSONNEL RULES.....	2
III	MANAGEMENT RIGHTS.....	2
IV	GRIEVANCE PROCEDURES.....	3-5
V	NO-STRIKE PLEDGE.....	5
VI	HEALTH AND SAFETY COMMITTEE.....	6
VII	PROVISION FOR INFORMATION.....	6
VIII	PERSONNEL FILES.....	6
IX	RIGHTS AND PRIVILEGES OF LOCAL.....	7
X	HEALTH BENEFITS.....	8-11
XI	PERSONAL LEAVE DAYS & BEREAVEMENT LEAVE.....	12-13
XII	HOLIDAYS AND VACATION.....	14-16
XIII	WAGES AND COMPENSATION.....	17
XIV	LONGEVITY.....	18
XV	PROFESSIONAL LICENSES AND CERTIFICATIONS.....	19
XVI	UNIFORMS.....	19-20
XVII	HOURS AND AUTHORIZED BREAKS.....	21-24
XVIII	OVERTIME.....	25
XIX	CREDIT FOR UNUSED SICK DAYS.....	26
XXI	SEPARABILITY AND SAVINGS.....	27
XXII	FULLY BARGAINED PROVISIONS.....	27
XXIII	TERM AND RENEWAL.....	28
	SCHEDULE A	

INDEX

<u>TITLE</u>	<u>PAGE</u>
CREDIT FOR UNUSED SICK DAYS .....	26
FULLY BARGAINED PROVISIONS .....	27
GRIEVANCE PROCEDURE .....	3-5
HEALTH AND SAFETY COMMITTEE .....	6
HEALTH BENEFITS .....	8-11
HOLIDAYS AND VACATION .....	14-16
HOURS AND AUTHORIZED BREAKS .....	21-24
LONGEVITY .....	18
MANAGEMENT RIGHTS .....	2
NEW JERSEY DEPARTMENT OF PERSONNEL RULES .....	2
NO-STRIKE PLEDGE .....	5
OVERTIME .....	25
PERSONAL LEAVE DAYS & BEREAVEMENT LEAVE .....	12-13
PERSONNEL FILES .....	6
PREAMBLE .....	2
PROFESSIONAL LICENSES AND CERTIFICATIONS .....	19
PROVISION FOR INFORMATION .....	6
RECOGNITION .....	2
RIGHTS AND PRIVILEGES OF LOCAL .....	7
SEPARABILITY AND SAVINGS .....	27
TERM AND RENEWAL .....	28
UNIFORMS .....	19-20
WAGES AND COMPENSATION .....	17

PREAMBLE

THIS AGREEMENT entered into this 12th day of November 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 the TOWNSHIP OF MOORESTOWN PUBLIC WORKS SUPERVISORS, hereinafter called "PWS" or the "Union" represents the complete and final understanding on all bargainable issues between the Township and PWS.

ARTICLE I  
RECOGNITION

- A. The Township recognizes the Public Works Supervisors Bargaining Unit as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedule A, but excluding any rank and file, 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.

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.

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 immediate supervisor within ten (10) days of the event giving rise to the grievance. The supervisor shall render a verbal decision within ten (10) 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 Director of Public Works within ten (10) days of the decision rendered in Step One. The Director shall render a written decision within ten (10) days after receipt of the grievance.

## ARTICLE IV

## GRIEVANCE PROCEDURE (continued)

### Step Three:

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 ten (10) days of receipt of the decision rendered in Step Three. The Manager shall render a decision within ten (10) 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 Four:

- 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 Public Employment Relations Commission (PERC).
- 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.

## ARTICLE IV

GRIEVANCE PROCEDURE (continued)

- d. The costs for the services of the arbitrator and the arbitration facilities shall be borne equally by the Township and PWS. 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 PWS 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.

ARTICLE V

NO-STRIKE PLEDGE

- A. PWS covenants and agrees that during the term of this agreement neither PWS, 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 will full absence of an employee covered by this contract), work stoppage, slowdown, walk-out or other job action against the Township. PWS 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 PWS 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 PWS or its members.

ARTICLE VI

## HEALTH AND SAFETY COMMITTEE

The Township shall establish a Health and Safety Committee to be comprised of six (6) individuals as follows; the Director of Public Works, or his designee, one other representative of the Township, one representative of PWS, and three representatives of CWA Local 1034. The Director of Public Works shall appoint the Township representatives. PWS shall appoint one individual to be the bargaining unit representative.

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. Statement of non-discrimination;
2. "Public Works Timesheet" (to be posted biweekly).

## ARTICLE VIII PERSONNEL FILES

The Township agrees to permit employees covered by this Agreement to periodically inspect the personnel file relating to them maintained in the Personnel Office. Said inspection shall be at a time convenient to the Payroll Supervisor, after notice by the employee.

## ARTICLE IX



## RIGHTS AND PRIVILEGES OF LOCAL

- A. A duly authorized member of the PWS shall be permitted a reasonable amount of time to transact, on the premises, with management, joint PWS 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. PWS 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 PWS.
- C. A total of three (3) days off with pay shall be provided for PWS officials or delegates per calendar year to attend training or conduct official union business, provided that PWS provide at least three (3) days notice to the Director of Public Works. The delegates shall submit written evidence of their attendance.
- D. PWS shall install and maintain a bulletin board at the Public Works Center for posting of appropriate notices and/or communications. PWS and the 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 (2) 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. New employees hired after October 15, 2003 shall not be permitted to enroll in the traditional indemnity plan nor transfer into said traditional plan during their employment.

Employees covered by HMO shall pay a \$15 per visit co-pay. Employees covered by PPO plans shall also pay a \$15 per visit co-pay. Emergency room visits under these plans shall be \$50 per visit co-pay.

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. This coverage and the rules concerning the eligibility shall be only as allowed under N.J.S.A.40A:10-23 as supplemented and amended.

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.

ARTICLE X  
HEALTH BENEFITS (continued)

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 employees and their family members. 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 a \$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. An employee's spouse or dependent 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.

E. PHYSICAL EXAMINATIONS:

The Township will provide an annual standard physical exam, not to exceed \$200, to PWS employees. Sign-up sheets will be distributed each fall by a representative of Town Hall for the initial physical visit.

ARTICLE X

HEALTH BENEFITS (continued)

Standard Tests include the following;

- Usual & Customary laboratory work
- Hearing Tests
- Vision Tests
- Pulmonary Function Tests
- Electrocardiogram

Additional Testing requested or selected by the employee shall be at the employee's expense and/or submitted to his/her personal health benefit insurance carrier.

At the time of the initial visit, a follow-up appointment will be made to meet with a doctor. During the second appointment, a doctor will conduct a physical exam and review the test results.

F. TEMPORARY DISABILITY BENEFITS:

Each Township employee shall be covered by the 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 employees with thirty (30) days prior notice of the change to any of the foregoing plans or carriers.

ARTICLE X

HEALTH BENEFITS (continued)

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 90<sup>th</sup> 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.

I. The Township will make an AFLAC or similar plan available to the 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 four (4) personal days for personal business that can be attended to only during employee's regular working hours, provided written request is made twenty-four (24) hours in advance of such leave to the Public Works Director or his designee. The Director of Public Works may waive the twenty-four (24) hours 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. 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 five (5) 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. 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 union partner (as defined under NJ State Domestic Partnership and Civil Union laws) and a child of such for whom the employee has legal guardianship and physical custody. An additional day shall be granted, with pay, in the event attendance at the funeral requires travel in excess of two hundred miles in one direction.

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

ARTICLE XI  
PERSONAL LEAVE DAYS AND BEREAVEMENT LEAVE (continued)

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 Payroll Office for 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 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.



ARTICLE XII  
HOLIDAYS AND VACATION

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

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:

PERIOD OF EMPLOYMENT

EARNED AT THE RATE OF:

During the first year	One day per month
From beginning of 2nd year to end of 6th year	12 days per year
From beginning of 7th year to end of 11th year	15 days per year
From beginning of 12th year to end of 17th year	18 days per year
From beginning of 18th year to end of 24th year	22 days per year
From beginning of 25th year and thereafter	24 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 completed three (3) months of service. A

ARTICLE XII  
HOLIDAYS AND VACATION (continued)

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 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
- E. Vacation must be requested in advance, except by mutual agreement of the employees and the Director of Public Works, subject to the following:
  - 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 schedule A annexed hereto, shall be compensated at the respective annual rate for 2008, 2009, 2010, 2011, and 2012 as set forth in Schedule A. The negotiated wage increase for 2008 shall be 3.5%, the wage increase for 2009 shall be 3.5%, the wage increase for 2010 shall be 3.75%, the wage increase for 2011 shall be 4.0%, and the wage increase for 2012 shall be 4.0%. PWS employees 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 Schedule A of this Agreement, shall be paid in biweekly installments. Such biweekly 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 biweekly rate is then divided by the number of hours constituting the basic week's work (work week) of the respective employee.

For PWS employees holding supervisory positions, forty (40) hours of work performed within the aforesaid work week shall constitute a basic week's work.

For PWS employees holding the Administrative Clerk position, thirty-five (35) 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.

All employees covered by PERS upon retirement (early, deferred or service), or disability (accidental or ordinary), shall be entitled to retroactive pay should settlement of the employment contract occur after the PERS retirement/disability.

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>DURING THE BELOW</u> <u>YEAR OF FULL-TIME SERVICE</u>	<u>AMOUNT</u>
7 <sup>th</sup> year through the 10 <sup>th</sup> year of service	1,625
11 <sup>th</sup> year through the 15 <sup>th</sup> year of service	2,025
16 <sup>th</sup> year through the 20 <sup>th</sup> year of service	2,425
21 <sup>st</sup> year through the 24 <sup>th</sup> year of service	2,825
25 <sup>th</sup> year of service and over	3,225

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

ARTICLE XV  
PROFESSIONAL LICENSES AND CERTIFICATIONS

The Township shall pay for or reimburse a PWS employee for all licenses or certifications required by the Township and held by PWS employees including water treatment and distribution, sewer treatment and collection, and pesticide applicator.

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.

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.

B. 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. 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.

C. Mechanics Tool Allowance:

The annual tool allowance for the Supervisor of Garage Services will be \$325. He 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 him to sign, indicating the tools were purchased by him. He can process these reimbursement requests anytime after \$50 has been expended, or quarterly.

ARTICLE XVI  
UNIFORMS (continued)

D. Winter Jackets / Coveralls:

By October 31, 2009, and again by October 31, 2011, the Township shall purchase a new winter jacket or coverall for each employee covered by this Agreement and on the payroll as of that date. The cost to the Township shall not exceed one hundred dollars (\$100) per employee.

E. Polo Shirts:

The Township agrees that collared polo type shirts will be provided in 2009 and 2011 at a cost not to exceed \$180 per employee and in year 2011.

F. T-Shirts:

The Township agrees that six (6) t-shirts will be provided in 2010 and in year 2012 to every member.

ARTICLE XVII  
HOURS AND AUTHORIZED BREAKS

A. Work Week:  
The standard DPW work week 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 SUPERVISORY PWS PERSONNEL, EXCLUDING THE SANITATION  
SUPERVISOR AND THE CHIEF WATER TREATMENT PLANT OPERATOR:**

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.

Administrative Clerk personnel are required to work thirty-five (35) hours per week, seven (7) hours per day, 8:00 am to 4:00 pm, with one (1) hour for lunch. The lunch hour shall be between 1:30 pm and 2:30 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, including the Sanitation Supervisor, have been permitted to go home as soon as all trash has been collected, including related duties, but no sooner than 1:30 p.m. No crew can go home until all crews have completed collection. Overtime pay begins for time worked after 3:30 p.m.

2. Water Treatment Plant:

The workday for the Chief Water Treatment Plant Operator will consist of eight (8) hours, 7:00 to 3:30 pm, with a half-hour (1/2) for lunch. Lunch shall be between 12:00 noon and 12:30 pm.

ARTICLE XVII  
HOURS AND AUTHORIZED BREAKS (continued)

3. Modification by Director:

All starting times, quitting times, and lunch periods are subject to modification by the Director of Public Works or his designee 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.

4. Utilization of Sick Leave:

Sick leave for all employees will be allowed subject to the following proviso. An employee who is about to be absent on sick leave must personally notify the Director of Public Works, prior to the beginning of his or her shift, of his illness. Notice may be waived by the Director of Public Works when circumstances make this provision impractical.

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 the Sewer Treatment Plant) 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. 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.



ARTICLE XVII  
HOURS AND AUTHORIZED BREAKS (continued)

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.

The Chief Water Treatment Plant Operator shall receive break periods as provided above on a schedule approved by the Director, or his designee.

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.

ARTICLE XVII  
HOURS AND AUTHORIZED BREAKS (continued)

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 authorized work under the following condition:

1. For Supervisors, other than the Supervisor of Sanitation, 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 works or is in pay status for forty (40) hours in said week.
2. For Sanitation Supervisor. All work performed in excess of eight (8) hours per day.
3. The Administrative Clerk shall be paid at the rate of time and one-half for all hours worked over thirty-five (35) hours per 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.

ARTICLE XVIII  
OVERTIME (continued)

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 1st
2.	Memorial Day	Monday
3.	Independence Day	July 4
4.	Labor Day	Monday
5.	Thanksgiving	Thursday
6.	Christmas Day	December 25

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 for breakfast and/or lunch and \$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.

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/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 \$10,000.

B. SICK LEAVE SELLBACK OPTION

PWS employees using three 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 days of that year's sick leave allocation at base pay. To receive approval, a PWS employee must have a minimum accumulation of 30 days sick leave to his credit, at all times before and after the sellback, 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 form between November 1st and December 1st and his or her decision shall be final.

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 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 addresses shall be sufficient:

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

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 28<sup>th</sup> day of May, 2009.

**TOWNSHIP OF MOORESTOWN**

By: [Signature]  
Mayor Daniel Roccato

By: [Signature]  
Christopher J. Schultz,  
Township Manager

**PUBLIC WORKS SUPERVISORS**

By: [Signature]  
PWS Negotiator

By: [Signature]  
PWS Negotiator

By: \_\_\_\_\_  
PWS Legal Representative

**PWS MEMBERSHIP SIGNATURES:**

Leroy Young, Sanitation Supervisor [Signature]

Bill Parry, Roads Supervisor [Signature]

John Hinshillwood, General Supervisor [Signature]

Blake Angus Anderson, STP Supervisor [Signature]

Attest: [Signature]  
Patricia L. Hunt,  
Township Clerk

Ordinance # 38-2008  
1-2009  
attach.  
Schedule A -  
missing  
[Signature]

**TOWNSHIP OF MOORESTOWN**

**ORDINANCE NO. 1-2009**

**AN ORDINANCE AMENDING ORDINANCE 38-2008 ENTITLED AN ORDINANCE AMENDING ORDINANCE NO. 734 "THE MOORESTOWN TOWNSHIP SALARIES AND COMPENSATION ORDINANCE OF 1973," AS AMENDED AND SUPPLEMENTED, BY PROVIDING FOR SALARY ADJUSTMENTS FOR DEPARTMENT OF PUBLIC WORKS SUPERVISORY EMPLOYEES**

**WHEREAS**, the Salary Table for Ordinance 38-2008 provides a salary range for the position Park Foremen/Tree Foreman; and

**WHEREAS**, said Salary Table needs to be amended to delete the range and set the salary.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Moorestown in the County of Burlington, State of New Jersey that:

**SECTION 1:** Ordinance 38-2008 is hereby amended as follows:

a. The following language shall be deleted:

Park Foreman / Tree Foreman	<b>2008</b> 3.50%	<b>2009</b> 3.50%	<b>2010</b> 3.75%	<b>2011</b> 4.00%	<b>2012</b> 4.00%
	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610

b. The following language shall be inserted in its place:

Park Foreman / Tree Foreman	<b>2008</b> 3.50%	<b>2009</b> 3.50%	<b>2010</b> 3.75%	<b>2011</b> 4.00%	<b>2012</b> 4.00%
	77,221	79,924	82,921	86,238	89,688

**SECTION 2:** In all other respects, said Ordinance No. 38-2008 shall remain in full force and effect.

**SECTION 3:** All other ordinances and parts of ordinances and resolutions, insofar as they are inconsistent with any of the terms and provisions of this ordinance, are hereby repealed to the extent of such inconsistency only.

**SECTION 4:** If any section, paragraph, sentence, clause, phrase, term, provision, or part of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof phrase, term, provision, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 5:** This ordinance may be cited as Ordinance No. 1-2009.



## NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on January 12, 2009. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Auditorium of the William Allen Middle School, 801 North Stanwick Road, Moorestown, NJ on January 26, 2009 at 7:30pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies.

---

Patricia L. Hunt, RMC  
Township Clerk

**TOWNSHIP OF MOORESTOWN**

**ORDINANCE NO. 38-2008**

**AN ORDINANCE AMENDING ORDINANCE NO. 734 "THE MOORESTOWN TOWNSHIP SALARIES AND COMPENSATION ORDINANCE OF 1973," AS AMENDED AND SUPPLEMENTED, BY PROVIDING FOR SALARY ADJUSTMENTS FOR DEPARTMENT OF PUBLIC WORKS SUPERVISORY EMPLOYEES**

**BE IT ORDAINED** by the Township Council of the Township of Moorestown in the County of Burlington, State of New Jersey, that:

**SECTION 1:** The "Moorestown Salaries and Compensation Ordinance of 1973," (Ordinance No. 734) as amended and supplemented, is hereby amended as follows:

- A. Section 1 (a) Employees holding positions within the Department of Public Works shall be compensated annually as set forth in Schedule "A" as attached.
- B. Employees hired on or after January 1, 2009, holding positions set forth in Section 1 (a) will not be eligible for longevity during their employment with the Township.
- C. The longevity schedule of Section 1 (b) is hereby amended to read as follows:

For all employees hired prior to January 1, 2009

7 <sup>th</sup> year through the 10 <sup>th</sup> year	\$1,625
11 <sup>th</sup> year through the 15 <sup>th</sup> year	\$2,025
16 <sup>th</sup> year through the 20 <sup>th</sup> year	\$2,425
21 <sup>st</sup> year through the 24 <sup>th</sup> year	\$2,825
25 <sup>th</sup> year and thereafter	\$3,225

**SECTION 2:** This ordinance shall have effect insofar as necessary retroactively to December 21, 2007 and shall apply to work and services performed on and since December 21, 2007.

**SECTION 3:** In all other respects, said Ordinance No. 734 as amended and supplemented shall remain in full force and effect.

**SECTION 4:** All other ordinances and parts of ordinances and resolutions, insofar as they are inconsistent with any of the terms and provisions of this ordinance, are hereby repealed to the extent of such inconsistency only.

**SECTION 5:** If any section, paragraph, sentence, clause, phrase, term, provision, or part of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof phrase, term, provision, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 6:** This ordinance may be cited as Ordinance No. 38-2008.

# PWS SALARY TABLE

January 1, 2008 through December 31, 2012

## SCHEDULE A

POSITION	2008 3.50%	2009 3.50%	2010 3.75%	2011 4.00%	2012 4.00%
Administrative Clerk	54,482	56,389	58,504	60,844	63,278
General Supervisor, Public Works	81,400	84,249	87,408	90,904	94,540
Chief Water Treatment Plant Operator	71,593	74,099	76,878	79,953	83,151
Park Foreman / Tree Foreman	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610	Range 59,900 to 74,610
Supervisor, Garage Services	69,305	71,731	74,421	77,398	80,494
Supervisor, Sanitation	77,221	79,924	82,921	86,238	89,688
Supervising Sewage Plant Operator	77,221	79,924	82,921	86,238	89,688
Supervisor, Roads	71,593	74,099	76,878	79,953	83,151

### CERTIFICATION

I hereby certify that Ordinance No. 38-2008 was introduced and adopted on first reading by the Township Council at a meeting held on November 17, 2008. This ordinance was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on December 1, 2008.

<u>VOTE:</u>	
ABERANT	YES
ROCCATO	YES
BRODER	YES
SEGAL	YES
ERON	YES

\_\_\_\_\_  
PATRICIA L. HUNT, RMC  
Township Clerk

2009 JUN - 1 P 2:53

PERC