

AGREEMENT

between

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA

PUBLIC WORKS EMPLOYEES

And

CLERICAL EMPLOYEES

January 1, 2014

-through-

December 31, 2016

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PREAMBLE

THIS AGREEMENT entered into this 23rd day of December, 2015, by and between THE TOWNSHIP OF MOORESTOWN, IN THE COUNTY OF BURLINGTON, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and COMMUNICATIONS WORKERS OF AMERICA, MOORESTOWN PUBLIC WORKS AND CLERICAL EMPLOYEES, hereinafter called "Communications Workers of America, the Union or CWA" represents the complete and final understanding on all bargainable issues between the Township and Communications Workers of America.

ARTICLE 1
RECOGNITION

- A. The Township recognizes the Communications Workers of America as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedules A, B, C, and D, but excluding any supervisory employees, management executives, confidential 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 2A
NEW JERSEY CIVIL SERVICE COMMISSION RULES

- A. The Township and the Union agree to be bound by the rules and regulations of the New Jersey Department of Personnel.

All Department of Public Works and Clerical promotional job opportunities shall be posted in every work location where members work and at Town Hall, with a copy forwarded to each shop steward.

ARTICLE 2B
ALCOHOL AND DRUG FREE WORKPLACE

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

ARTICLE 3
MANAGEMENT RIGHTS

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

- A. Informal Step : The aggrieved employee, employees, or the Union, shall institute action under the provisions hereof by personally submitting the grievance orally to the grievant's foreman or immediate supervisor within seven (7) days of the event giving rise to the grievance. The foreman or supervisor shall render a verbal decision within (7) days after receipt of the grievance. A meeting may be held with the employee, group of employees, or Union representative to discuss the grievance within this timeframe. Timeframes may be extended by mutual agreement of the Township and Union.
- B. Step One: If the grievance is not satisfied in the Informal step, the grievant and union representative shall submit a written statement of the grievance and the facts giving rise thereto to the Director of the grievant's Department within seven (7) days of the decision

rendered in the Informal Step. That Director shall render a written decision within seven (7) days after receipt of the grievance.

- C. Step Two: If the grievance is not settled in Step One, the grievant and union representative shall submit a written statement of the grievance and the facts giving rise thereto, to the Director in the Department where the clerical unit grievant works, within seven (7) days of the receipt of the decision in Step One. The Director shall schedule a hearing and render a decision within fifteen (15) days of the hearing.

The parties recognize that the Township Administrator may be the appropriate level of management for Step Two for certain employees based on Departmental structure.

- D. Step Three: If the grievance is not satisfied at Step Two, the employee or Union may, in a manner consistent with Step Two, submit the grievance to the Township Manager within seven (7) days of receipt of the decision from Step Two. The Township Manager shall schedule a hearing and render a decision within twenty (20) days of the hearing.

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

- E. Step Four: If the grievance is not satisfied at Step Three, the Union may submit the grievance in writing to arbitration within thirty (30) days of receipt of the decision from Step Two. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

- a. 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.
- b. 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.

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

C. TOWNSHIP GRIEVANCES:

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

D. DISCIPLINE:

Discipline shall be progressive in nature and for just cause.

ARTICLE 5
NO-STRIKE PLEDGE

- A. CWA covenants and agrees that during the term of this Agreement neither CWA, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e.; the concerted failure to report for duty or willful absence of an employee covered by this contract), work stoppage, slowdown, walk-out, or other job action against the Township. CWA agrees that such action would constitute a material breach of this agreement.
- B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any CWA member shall entitle the Township to invoke any or all of the following alternatives:
1. Termination of employment of such employee(s).
1. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages or both in the event of such breach by CWA or its members.

ARTICLE 5A
JOB SECURITY

Should the Township privatize any or all sanitation services during the term of this Agreement, all existing employees of the Sanitation Division will be transferred to other positions within the Township without loss of pay, benefits, or seniority. The parties will jointly work to ensure employees are placed into proper title classifications and assigned duties appropriate to their title classifications. Should any actions by the Civil Service Commission be required to effectuate such transfer, the Township shall provide copies of all information regarding such transfer to the Union as soon as possible.

Should the Township institute any reduction in force during the life of this Agreement, all unit employees shall receive a salary increase of 4% retroactive to January 1, 2014 and employees being laid off shall receive a severance of two months' pay at their in force rate at the time of the layoff.

It is understood that normal attrition (lack of backfilling) is not interpreted to be a reduction in force for purposes of this section.

ARTICLE 6
HEALTH AND SAFETY COMMITTEE

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

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

ARTICLE 7
PROVISIONS OF INFORMATION

Township agrees to post in each work location where members of this bargaining unit work appropriate Township and Civil Service written rules and regulations pertaining to employment and:

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

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

ARTICLE 8
PERSONNEL FILES

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

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

ARTICLE 9
RIGHTS AND PRIVILEGES OF LOCAL

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

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

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

D. CWA shall install and maintain a bulletin board at the Public and in Clerical offices for posting of appropriate notices and/or communications. The CWA and Township Manager shall agree on a suitable location for each bulletin board.

ARTICLE 10
HEALTH BENEFITS

A. TOWNSHIP OF MOORESTOWN EMPLOYEE HEALTH BENEFITS PROGRAM

1. Medical: Effective January 1, 2011, all employees were required to contribute 1.5% of their base salary payable towards health insurance premiums. Pursuant to the Pension and Health Benefits Reform Act, Chapter 78, P.L. 2011, all CWA members will be required to pay a portion of their Health Care Premium Cost. This legislation requires all employees to contribute a percentage of their health care cost where the contribution is determined on a specified percentage of the health care premium cost but will not be less than 1.5% of annual base salary. Effective January 1, 2013 all CWA Clerical members and effective January 1, 2014 all CWA DPW members will begin Year 1 of the 4 Year phase-in and will advance to the next plan year each January of the subsequent year until Year 4 is reached. All CWA Clerical members hired after January 1, 2013 and CWA DPW members hired after January 1, 2014 will begin health care contributions at year 4 salary based percentages. Upon completion of the four (4) year schedule set-forth in Ch. 78, the contribution rate is subject to negotiation.
2. The Township will offer the choice between four (4) medical plans: HMO, PPO, EPO, and an HDHP/HSA. The Traditional plan will no longer be offered. The base HMO plan requires a \$10 per visit copay and a \$50 emergency room per visit copay; the PPO plan requires a \$15 office visit co-pay.
3. Those who elect a higher premium plan will pay 100% of the "upcharge" or the difference in premium cost between the HMO \$10 plan premium and the higher cost plan premium. In these instances, Chapter 78 contributions will be calculated as follows: The appropriate percentage based on salary and classification will first be applied to the HMO \$10 plan premium and then the full cost difference between the HMO \$10 plan and the higher cost plan will be added on top to arrive at the total required employee contribution. If employee enrolls in lower premium plan than HMO \$10 plan, contributions will be based on Ch. 78 applied to that lower cost plan.
4. Coverage After Retirement:

- a. For employees hired prior to January 1, 2009, the Township will pay up to 90% of the premium for the lower cost HMO plan and prescription plan for the eligible retiring employee and his 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 the greater of 10% of the premium charged or applicable Ch. 78 contribution.
 - b. For employees hired After January 1, 2009, the Township will pay up to 50% of the premium for the lower cost HMO plan and prescription plan for the eligible retiring employee and his 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 the greater of 50% of the premium charged or applicable Ch. 78 contribution.
 - c. Retiring members who have accrued at least 20 years of service within the PERS retirement system as of June 28, 2011, will not be required to make contributions in accordance with Ch. 78. For those retiring members subject to this law, Ch. 78 health benefits contributions will be calculated based upon the employee's pension salary. Proof of the pension salary must be provided to the Township by the employee on correspondence from the Division of Pensions and Benefits. If proof of the Pension salary is not provided the premium cost calculation will be based upon the employee's annual salary at the date of retirement. Failure to remit payment of the health care contribution to the Township may result the termination of benefits.
 - d. 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.
5. Health Care Opt-Out – The Township will allow employees who can obtain health benefits from a family member to decline Township health benefits in accordance with the Township's Health Benefits Waiver program. Employees who can provide proof of coverage will be reimbursed the lesser of \$3,400 or 25% of the amount saved by the Township (net premium savings) as a result of the employee's waiver. Opt-out payments

will be made on a semi-annual basis in December and June. An employee opting out agrees to waive all health care coverage and reimbursement plans.

B. DENTAL BENEFITS:

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

C. PRESCRIPTION BENEFITS:

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

D. EYE CARE:

Employees shall be eligible for reimbursement of eye care expenses including examinations, prescription glasses or contact lenses. The reimbursement amount shall be up to a maximum of \$250 annually total for a family in calendar years 2014 and 2015. In calendar year 2016, the reimbursement amount shall be up to \$350 annually total for a family, and shall be reduced to \$275 annually after 2016. An employee's spouse and dependents shall be eligible for coverage within the annual maximum benefit. The Township Manager may promulgate a form and such rules as may be necessary to administer this program. Any unused benefit shall not accrue from year to year.

E. PHYSICAL EXAMINATIONS:

The Township will provide a physical examination for all permanent and provisional full-time employees covered by this Agreement according to the following schedule:

1. As a qualified employee attains fifty (50) years of age, the employee will be entitled to an annual physical examination in the year the employee attains age fifty (50).
2. As a qualified employee attains forty (40) years of age, the employee will be entitled to a physical examination two (2) years after the last time the employee was eligible for an examination.

3. Employees who are thirty-nine (39) years of age or younger will be entitled to a physical examination every three (3) years.

F. TEMPORARY DISABILITY BENEFITS:

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

G. TOWNSHIP OPTION:

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

H. COMMENCEMENT OF COVERAGE:

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

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

J. The parties will continue to negotiate health benefits with respect to plan design, co-payments, post-retirement benefits, and contributions with the goal of achieving mutual cost savings. The parties will conclude negotiations of these issues prior to April 1, 2014 so that any changes can be implemented no later than July 1, 2014.

ARTICLE 11
PERSONAL LEAVE DAYS AND BEREAVEMENT LEAVE

A. PERSONAL LEAVE DAYS:

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

B. BEREAVEMENT LEAVE:

1. Each full-time permanent or provisional employee having served at least three (3) months full-time service with the Township shall be allowed up to a maximum of four (4) days leave, with pay, in the event of a death in the employee's immediate family. An additional day may be granted, with pay, at the discretion of the department head in the event attendance at the funeral requires travel in excess of two hundred miles in one direction.
 - a. (Public Works) Immediate family shall be defined as an employee's spouse or civil union partner, child, stepchild, legal ward, grandchild, foster child, parent, legal guardian, grandparent, brother, sister, father-in-law, mother-in-law, and

other relative residing in the employee's household and a child of such for whom the employee has legal guardianship and physical custody.

- b. (Clerical) Immediate family shall be defined as an employee's spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchild, niece, nephew, uncles, aunt, or any person related by blood or marriage residing in an employee's household.

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

2. In order for the employee to receive compensation under this section, employees in Public Works must notify the Public Works office, and non-Public Works clerical employees must notify 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/she must also inform his/her immediate supervisor, of the number of bereavement days the employee anticipates using.

3. On the day the employee returns to work he/she must present 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. Employees in Public Works must present these documents to the Public Works Office, and non-PW clericals must present them to his/her immediate supervisor. 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 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 12
HOLIDAYS AND VACATION / JURY DUTY

A. HOLIDAYS for DEPARTMENT OF PUBLIC WORKS:

1. The following holidays shall be recognized:
 - New Year's Day
 - Martin Luther King's Birthday
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day

2. 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.

3. 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.

4. 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.

5. Holidays which fall on Sunday, will be celebrated on the following Monday.
6. 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.
7. 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.

B. HOLIDAYS for CLERICAL EMPLOYEES NOT IN DEPARTMENT OF PUBLIC WORKS:

1. Clerical employees are entitled to the following paid holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve (1/2 Day). In addition, and notwithstanding anything above, if Christmas Eve falls on a Saturday or Sunday, the preceding Friday shall be a half day.
 - Christmas Day
2. Holidays which fall on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday. When Independence Day falls on a Tuesday, it shall be observed on the preceding Monday. When Independence Day falls on Thursday, it shall be observed on the following Friday.

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

C. VACATION:

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

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

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

<u>PERIOD OF EMPLOYMENT</u>	<u>EARNED AT THE RATE OF</u>
During the first year	One day per month
From beginning of 2 nd year to end of 6 th year	12 days per year
From beginning of 7 th year to end of 11 th year	15 days per year
From beginning of 12 th year to end of 17 th year	18 days per year
From beginning of 18 th year and thereafter	22 days per year

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

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

4. 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.
5. Vacation Authorization – the Department Head shall determine the vacation schedule and departmental policies necessary to maintain departmental operations. Conflicts brought about the operational needs of the department shall be resolved on a seniority basis.
6. Vacation must be scheduled in advance, except by mutual agreement of the employees and the Director of Public Works, subject to the following:
 - * Request of 3 days to 5 days Vacation – 1 week advance notice required.
 - * Request of 6 days to 10 days Vacation – 2 weeks advance notice required.
 - * Request of 11 days to 15 days Vacation – 3 weeks advance notice required.

For Clerical employees, vacation must be requested in advance, except by mutual agreement of the employee and the Department Head, subject to the following:

- * Request of two (2) days, or less – 24 hours advance notice;
 - * Request of three (3) days to two (2) weeks – three (3) weeks advance notice;
 - * Request of three (3) weeks or more – four (4) weeks advance notice.
7. Payment of wages in advance for a vacation period will be provided in accordance with the salary ordinance.

D. JURY DUTY:

1. If an employee is called to serve on jury duty such time will not be deducted from the employee's authorized leave time if the employee submits their jury duty check to the

Township to account for the number of days absent from work. This time must be reported on the daily report.

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

ARTICLE 13
WAGES AND COMPENSATION

A. Salary Increases:

1. The employees occupying the positions set forth in each schedule annexed hereto, shall be compensated at the respective annual rate as set forth in the attached Schedules A through C.
2. Clerical employees that did not receive a step increase effective 1/1/2013 shall receive a 2% across the board increase to salary effective and retroactive to 1/1/2013.
3. There shall be a wage freeze for all employees (no across the board increase) effective 1/1/2014.
4. All Clerical and Public Works employees shall receive a 1.75% increase to base salary effective 1/1/2015 and a 1.75% increase to base salary effective 1/1/2016.
5. The parties agree that additional salary increases may be distributed effective 7/1/2014 contingent on reaching agreement on health insurance gross premium savings (e.g. inclusive of medical, prescription, and dental, and exclusive of any existing or additional contributions by employees under C. 78) in excess of \$150,000 as detailed below. For purposes of calculation of gross premium savings or costs, the parties stipulate that the amount paid in gross premiums shall be calculated for each active employee (as of 7/1/2014) for the bargaining unit on an employee-for-employee basis (e.g., comparison of gross premium costs as of July 1, 2014 for "Employee X" remaining in current plan of choice versus employee X choosing an alternative plan/plans). The savings and cost calculation shall only include movement from one plan to another, and shall not include movement within a plan (e.g., family to parent/child) and shall include savings due to opt-out of the Township's benefits plans up to a maximum of \$35,000. Should the parties' negotiations regarding health insurance create a savings based upon the foregoing active employee-by-employee calculation in excess of \$150,000 ("Excess Savings"), the excess shall be distributed in salary increases among the bargaining unit in a manner negotiated between the parties. Nothing herein requires that all of the Excess Savings, if any, be distributed to the bargaining unit members.

The step guides for Clerical and Public Works employees in effect as of 12/31/2013 shall remain in effect. Eligible employees shall receive their step increase. Any employee receiving a step increase shall not be eligible for an across the board increase in section A above in the same year in which they receive a step increase.

The annual salaries or compensation payable in accordance with Schedules A, B, C, and D of this Agreement, shall be paid in equal 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 weekly rate is then divided by the number of hours constituting the basic week's work (work week) of the respective employee.

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

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

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

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

C. CERTIFICATION / LICENSE:

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

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

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

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

ARTICLE 14
LONGEVITY

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

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

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

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

ARTICLE 15
EVALUATIONS

- A. 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.

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

- C. 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.

- D. 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.

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

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

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

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

ARTICLE 16
UNIFORMS

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

- B. 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.

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

- D. Winter Jackets / Coveralls: The Township shall purchase a new winter jacket or coverall by October 31, 2014. The cost to the Township shall not exceed one hundred dollars (\$100) per employee.

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

- F. Mechanics Tool Allowance: The annual tool allowance per mechanic will be \$325. Each mechanic will be required to keep a record of their tool purchases with the date, vendor, description of tool, and dollar amount expended. Receipts should be attached to the record when available. A voucher will include a certification for the mechanic to sign, indicating the

tools were purchased by him. The mechanics can process these reimbursement requests anytime after \$50 has been expended, or quarterly.

ARTICLE 17
HOURS AND AUTHORIZED BREAKS

A. Work Week:

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

B. Starting Times, Quitting Times, Lunch Breaks:

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

ALL PUBLIC WORKS DEPARTMENT PERSONNEL, EXCLUDING WATER TREATMENT PERSONNEL:

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

1. Water Treatment Plant:

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

2. Utilization of Sick Leave:

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

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

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

C. Lunch Breaks

1. Employees, other than those covered by Subsection 2, authorized to take an off-premises lunch break shall not be allowed to leave their job or worksite any sooner than ten minutes prior to the lunch break, (11:50 am). Said employees shall return to their job or worksite no later than ten (10) minutes after said lunch break, and all such employees shall be back at work by 12:40 pm.

2. Employees assigned to work at the Department of Public Works Headquarters/Main Garage, (excluding Sewer Treatment Plant or Municipal Building Complex employees) shall not leave for lunch prior to 12:00 noon, and shall return by 12:30 pm. Employees at these locations may wash-up for lunch at 11:50 am.

3. The Township will not provide its employees with drop-off or pick-up service (also known as "taxi service") for employees' lunch. Each employee shall be responsible for his own transportation to and from lunch break, and be responsible for reassembling with his crew at the required time.

a. When the use of a Township vehicle is permitted, lunch breaks are to be taken within the Township of Moorestown; however, employees living within one (1) mile of the Township boundary line may eat at their home or residence.

D. Break (Morning and Afternoon):

All employees are permitted two (2) authorized breaks: one fifteen (15) minute period in the morning, commencing no sooner than 8:45 am, and ending no later than 10:30

am. One five (5) minute period in the afternoon, commencing no sooner than 2:00 pm and ending no later than 3:00 pm. The intent of the short afternoon break is to allow employees to use a restroom, pick up a beverage, or make a necessary personal phone call.

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

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

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

E. Clean-Up Period:

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

F. Extraordinary Shift:

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

G. Contracted Work:

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

CLERICAL EMPLOYEES IN MULTIPLE DEPARTMENTS

- A. The normal workweek consists of five consecutive days, Monday through Friday. The normal working hours for administrative departments are 8:30AM to 4:30PM. Working hours for other departments are established by departmental procedures and bargaining unit agreement.

- B. Employees shall be entitled to two 15-minute break periods, one before the lunch period and one after, and a one-hour unpaid lunch period in the midday.

- C. Hours worked in excess of seven (7) hours in a workday or between thirty-five (35) hours and forty (40) hours in a workweek shall be compensated at the regular rate of pay, hour-for-hour. Time worked in excess of forty (40) hours within a workweek shall be compensated at one-and-one-half (1 ½) times the regular rate of pay.

- D. In the event an employee is required to work on a holiday, he/she shall be paid time-and-one half their regular rate of pay for all hours worked on that day.

ARTICLE 18
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 the employee's regularly scheduled hours (seven (7) or eight (8) hours) per day provided, however, that employees who are not in pay status for the entire regularly scheduled workweek (thirty-five (35) or forty (40) hours) shall lose the right to overtime pay until he/she works or is in pay status for the sum of their regularly scheduled hours (thirty-five (35) or forty (40) hours) in said week.
2. For 35-hour clerical employees, hours worked in excess of seven (7) hours in a workday or between thirty-five (35) hours and forty (40) hours in a workweek shall be compensated at the regular rate of pay hour-for-hour. Time worked in excess of forty (40) hours within a workweek shall be compensated at one-and-one-half (1 ½) times the regular rate of pay.

B. Holidays:

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

C. Festive Holidays (Public Works, Blue Collar):

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

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

D. Call-Ins (Public Works, Blue Collar):

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

E. Meal Allowance (Public Works, Blue Collar):

1. An employee who works four (4) hours of overtime beyond the shift's regularly scheduled ending time or is called in on an emergency basis for four (4) hours shall be provided with a meal at no cost to the employee.

2. An employee who is called to work at least three (3) hours prior to the beginning of his shift shall be provided with a meal at no cost to the employee.

3. An employee who qualified for a meal under the above guideline shall be given a meal allowance in the amount of \$6 for breakfast and/or lunch \$8 for dinner. No receipt shall be required for reimbursement.

4. If the Township provides a meal, no individual reimbursement will be provided to the employee.

F. Assignment of Overtime:

Clerical employees shall be recruited for overtime work within their department. If more than one clerical employee is eligible for overtime, such assignment shall be made first on a voluntary basis, then if involuntary, in inverse order of seniority.

Public Works employees shall be subject to the following:

1. Employees shall have overtime preference within their own division, based on seniority, and assuming they are qualified for the assignment. In scheduling personnel for divisional or departmental/general overtime, departmental management will utilize a list based on seniority and job title. The purpose of the list will be to offer overtime as fair and equally as possible to employees desiring same on a rotating basis. Once an employee has received an overtime assignment, the next eligible and qualified employee on the list will receive the next opportunity, and so on, throughout the calendar year. No effort will be made by management to

balance overtime per employee hour for hour. Employees declining assignment will be bypassed and not called again until the rotation brings their name back up. Three consecutive declines will drop the employee from further assignments in that year. However, medical reasons or approved leave shall not constitute a decline under this provision.

2. In scheduling personnel for emergency overtime, Section F.1. does not apply.

3. The Division of Building and Grounds is exempt from the provisions of Section F.1.; however, employees can apply to the Public Works Director to qualify and be trained for this assignment.

ARTICLE 19
CREDIT FOR UNUSED SICK DAYS AND SICK LEAVE SELL-BACK

A. An employee leaving the Township in good standing by death, the completion of ten (10) years of service or after age 55, shall be compensated for unused accumulated sick leave in a lump sum payment at the base rate of pay then in effect in accordance with the following formula:

1. If the employee has 149 days or less he or his estate shall be compensated at the rate of \$20/day.

2. If the employee has 150-174 days remaining he or his estate shall be compensated for 10% of them at the base rate of pay and 90% at the rate of \$20/day.

3. If the employee has 175-199 days remaining he or his estate shall be compensated for 15% of them at the base rate of pay and 85% at the rate of \$20/day.

4. If the employee has 200-224 days remaining he or his estate shall be compensated for 20% of them at the base rate of pay and 80% at the rate of \$20/day.

5. If the employee has 225 days or more remaining then he or his estate shall be compensated for 25% of them at the base rate of pay and for 75% shall receive \$20/day.

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

B. Public Works (Blue Collar): Employees using three (3) sick days or less in a particular year may apply on November 1st through December 1st, of the year in question to sell back to the Township up to five (5) days of that year's sick leave allocation at base pay. To receive approval, a CWA employee must have a minimum accumulation of 30 days sick leave to his/her credit, at all times before and after the sell-back, and utilize not more than three sick days through December 31st of the year in which he/she applies. It is the employee's responsibility to

complete the appropriate application for between November 1st and December 1st and his or her decision shall be final.

- B. Clerical Employees: Employees using three (3) sick days or less in a particular year may apply on November 1st but no later than December 1st of the year in question to sell back to the Township sick leave allocation at base pay. To receive approval, the employee must have a minimum accumulation of thirty (30) sick days to his/her credit, at all times before and after the sell-back, and utilize not more than three (3) days through December 31st of the year in which he/she applies. It is the employee's responsibility to complete the appropriate application form and his or her decision shall be final.

The sell-back sick leave schedule shall be as follows:

# DAYS USED	# OF ALLOWABLE SELL-BACK DAYS
Used 0 sick days	up to 10 days
Used 1 sick day	up to 8 days
Used 2 sick days	up to 7 days
Used 3 sick days	up to 5 days

ARTICLE 20
UNION DUES CHECK-OFF, AGENCY SHOP & REPRESENTATION FEE

A. Union Dues Check-Off:

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

Township agrees to remit dues deducted to the Communications Workers of America Local 1036, 1 Lower Ferry Road, West Trenton, NJ 08628, by the fifteenth (15th) day of the month following the calendar month in which such dues are deducted, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be mailed to the Office of the President of CWA Local1036.

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

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

B. Agency Shop:

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

1. CWA shall first obtain the signatures of at least seventy percent (70%) of the employees covered by this Agreement. Employees' signatures shall indicate the voluntary agreement to join CWA and to pay dues to the CWA.

2. Upon CWA presenting to the Township proof, in a form acceptable to the Township, that seventy percent (70%) of employees have consented to sign up to join the

union, Township shall require the remaining employees covered by this Agreement, to pay a representation fee in lieu of dues as provided below.

C. Representation Fee:

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

2. Any employee covered by this Agreement, who has not joined CWA before the expiration of the thirty (30) days described in Section C.1 above pertaining to Township recognition of an agency shop, or any new employee to a position covered by this Agreement, who does not join within thirty (30) days of initial employment, or any employee previously employed in a position covered by this Agreement, who does not join within thirty (30) days of reentry to a position covered by this Agreement, shall, as a condition of employment, pay a representation fee to CWA by payroll deduction. The representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular CWA membership dues, fees and assessments as certified to the Township by CWA.

D. The CWA and National CWA agrees to indemnify, defend and hold the Township harmless against any and all claims, demands, suits or orders of judgment brought or issued against the Township with regard to the dues check-off, agency shop and/or representation fee.

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

ARTICLE 21
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 22
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 23
SPECIAL LEAVE OF ABSENCE

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

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

ARTICLE 24
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect to and including December 31, 2016, without any reopening date. If either party wishes to change, modify, or not to renew this Agreement as of January 1, 2017, 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 December 31, 2016. If no such notice is given as aforesaid, then this Agreement and all the terms and conditions contained herein shall automatically renew as of January 1, 2017, at which time, this Agreement shall again continue in full force and effect for an additional year and from year-to-year thereafter, unless either party gives the other such aforesaid notice not less than ninety (90) days prior to the last day of the term of this Agreement then in effect. Notice shall be given under this paragraph by Certified Mail, Return Receipt Requested, and shall be complete upon mailing. For the purpose of mailing, the following address shall be sufficient:

Township Manager
Township of Moorestown
Town Hall
111 W. 2nd Street
Moorestown, NJ 08057

Communications Workers of America
Local 1036
26 High Street
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.

**TOWNSHIP OF MOORESTOWN
CWA SALARY GUIDE - PUBLIC WORKS EMPLOYEES
For Years 2014 thru 2016**

Employees Hired Prior to 07/29/2010

SCHEDULE A

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	2015		2016
										STEP 10	STEP 11	STEP 11
Bldg Maint. Worker	38,064	39,946	41,829	43,711	45,593	47,475	49,357	51,239	53,121	54,051	54,997	54,997
Laborer I, Mechanic's Helper, Maintenance Worker I-Grounds/Maintenance Repairer	39,988	41,975	43,960	45,947	47,934	49,921	51,908	53,896	55,883	56,861	57,856	57,856
Chemist/STP Operator, Public Works Inspector	56,139	58,952	61,761	64,571	67,381	70,191	73,001	75,811	78,622	79,998	81,398	81,398
Equipment Operator, Maintenance Worker, Sanitation Driver, Tree Climber, Water Meter Reader/Water Meter Repairer/Water Repairer/Sewer Repairer	46,216	48,532	50,848	53,165	55,481	57,798	60,115	62,431	64,748	65,881	67,034	67,034
Heavy Equipment Operator, Laboratory Technician/Senior Sewer Plant Operator, Pump Station Operator, Sanitation Inspector, Tree Maintenance Worker 3, Sewer Plant Operator	48,456	50,896	53,337	55,779	58,221	60,663	63,106	65,548	67,990	69,180	70,390	70,390
Mechanic	50,907	53,461	56,017	58,572	61,127	63,682	66,237	68,792	71,348	72,597	73,867	73,867
Senior Mechanic	54,498	57,238	59,976	62,717	65,458	68,199	70,940	73,681	76,422	77,759	79,120	79,120
Truck Driver	44,025	46,227	48,428	50,629	52,830	55,031	57,233	59,434	61,635	62,714	63,811	63,811
Water Treatment Plant Operator	49,505	51,946	54,385	56,828	59,270	61,712	64,154	66,596	69,039	70,247	71,477	71,477

**TOWNSHIP OF MOORESTOWN
CWA SALARY GUIDE - PUBLIC WORKS EMPLOYEES
For Years 2014 thru 2016**

Employees Hired After 07/29/2010

SCHEDULE B

CLASSIFICATION	2015										2016
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Bldg Maint. Worker	36,161	37,949	39,738	41,526	43,314	45,102	46,889	48,677	50,465	51,348	52,247
Laborer I, Mechanic's Helper, Maintenance Worker I-Grounds/Maintenance Repairer											
	37,989	39,877	41,762	43,650	45,538	47,425	49,313	51,201	53,089	54,018	54,963
Chemist/STP Operator, Public Works Inspector											
	53,332	56,004	58,673	61,342	64,012	66,682	69,351	72,021	74,691	75,998	77,328
Equipment Operator, Maintenance Worker, Sanitation Driver, Tree Climber, Water Meter Reader/Water Meter Repairer/Water Repairer/Sewer Repairer											
	43,906	46,105	48,306	50,507	52,707	54,908	57,109	59,310	61,510	62,586	63,682
Heavy Equipment Operator, Laboratory Technician/Senior Sewer Plant Operator, Pump Station Operator, Sanitation Inspector, Tree Maintenance Worker 3, Sewer Plant Operator											
	46,033	48,351	50,670	52,990	55,310	57,630	59,950	62,270	64,590	65,720	66,870
Mechanic	48,362	50,788	53,216	55,644	58,071	60,498	62,926	65,353	67,780	68,966	70,173
Senior Mechanic	51,773	54,376	56,977	59,581	62,185	64,789	67,393	69,997	72,601	73,872	75,164
Truck Driver	41,824	43,915	46,006	48,098	50,189	52,280	54,371	56,462	58,553	59,578	60,620
Water Treatment Plant Operator	47,029	49,348	51,666	53,986	56,306	58,626	60,946	63,267	65,587	66,735	67,903

**TOWNSHIP OF MOORESTOWN
CWA SALARY GUIDE - CLERICAL EMPLOYEES
For Years 2013 thru 2016**

Employees Hired Prior to 07/01/2010

SCHEDULE C

CLASSIFICATION	Annual										2013/2014	2015	2016
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10			

Asst Zoning Officer, Code Enforcement Officer, Clerk I, Keyboarding Clerk I, Clerk Transcriber,														
	31,152	32,704	34,256	35,808	37,360	38,913	40,465	42,017	43,569	45,122	46,674	47,607	48,441	49,288
Clerk Stenog.	32,533	34,159	35,786	37,412	39,038	40,665	42,291	43,918	45,544	47,170	48,797	49,773	50,644	51,530

Deputy Mun. Court Administrator, Purchasing Asst., Senior Account Clerk, Clerk II, Keyboarding Clerk II														
	35,586	37,374	39,163	40,951	42,740	44,528	46,317	48,105	49,894	51,682	53,471	54,540	55,495	56,466
Confidential	35,836	37,624	39,413	41,201	42,990	44,778	46,567	48,355	50,144	51,932	53,721	54,790	55,745	56,716

Principal Account Clerk, Clerk III, Principal Keyboarding Clerk III														
	41,445	43,444	45,442	47,441	49,439	51,437	53,436	55,434	57,433	59,431	61,430	62,659	63,755	64,871
Confidential	41,695	43,694	45,692	47,691	49,689	51,687	53,686	55,684	57,683	59,681	61,680	62,909	64,005	65,121

Employees Hired After 07/01/2010

SCHEDULE D

CLASSIFICATION	Annual										2013/2014	2015	2016
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10			

Asst Zoning Officer, Code Enforcement Officer, Clerk I, Keyboarding Clerk I, Clerk Transcriber,														
	28,036	29,433	30,830	32,227	33,624	35,021	36,418	37,815	39,212	40,609	42,006	42,846	43,596	44,359
Clerk Stenog.	29,280	30,743	32,207	33,671	35,135	36,598	38,062	39,526	40,990	42,453	43,917	44,795	45,579	46,377

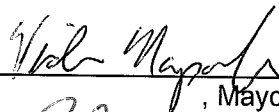
Deputy Mun. Court Administrator, Purchasing Asst., Senior Account Clerk, Clerk II, Keyboarding Clerk II														
	32,027	33,637	35,247	36,856	38,466	40,076	41,685	43,295	44,905	46,514	48,124	49,086	49,945	50,820
Confidential	32,277	33,887	35,497	37,106	38,716	40,326	41,935	43,545	45,155	46,764	48,374	49,336	50,195	51,070

Principal Account Clerk, Clerk III, Principal Keyboarding Clerk III														
	37,301	39,099	40,898	42,696	44,495	46,294	48,092	49,891	51,689	53,488	55,287	56,393	57,380	58,384
Confidential	37,551	39,349	41,148	42,946	44,745	46,544	48,342	50,141	51,939	53,738	55,537	56,643	57,630	58,634


IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Moorestown,
New Jersey this 23rd day of December, 2015.

TOWNSHIP OF MOORESTOWN

COMMUNICATIONS WORKERS OF AMERICA

By: , Mayor

By: 
Adam Liebtog, CWA 1036

By: 
D. Scott Carew,
Township Manager

Attest: 
Township Clerk