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A G R E E M E N T

between

TOWNSHIP OF MOORESTOWN,
BURLINGTON COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 1044

(MOORESTOWN PUBLIC WORKS EMPLOYEES)

January 1, 1986

-through-

December 31, 1988

INDEX

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PREAMBLE

THIS AGREEMENT entered into this 14TH day of July 1986, by and between THE TOWNSHIP OF MOORESTOWN, IN THE COUNTY OF BURLINGTON, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township," and COMMUNICATIONS WORKERS OF AMERICA LOCAL 1044, MOORESTOWN PUBLIC WORKS EMPLOYEES," hereinafter called "Local 1044," represents the complete and final understanding on all bargainable issues between the Township and Council #16.

ARTICLE I

RECOGNITION

- A. The Township recognizes Local 1044 as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedules A, B and C, but excluding any supervisory employees, management executives, confidential employees, clerical employees, and all other Township Employees.
- B. The title herein shall be defined to include the plural, as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE II
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 unilaterally establish rules or modifications of existing rules governing working conditions without negotiating same or consulting with Local 1044 or its representatives.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption 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 III
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.

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.

Step One:

The aggrieved shall institute action under the provisions hereof by personally submitting the grievance orally to the grievant's immediate supervisor within twenty-four (24) hours of the event giving rise to the grievance. The immediate supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

If the grievance is not settled in the first step, grievant may personally submit a written statement of the grievance and the facts giving rise thereto to the next higher individual in the administrative chain of command within twenty-four (24) hours of receipt of the decision rendered in step one. That individual shall render a decision within seven (7) days after receipt of the grievance.

Step Three:

If the grievance is not settled in the second step, grievant may either personally, or through a duly authorized member of the Local, submit a written statement of the grievance and the facts giving rise thereto, to the next higher individual in the administrative chain of command within three (3) days of receipt of the decision rendered in Step two. That individual shall render a decision within ten (10) days after receipt of the grievance.

Should the grievant not choose to have the statement submitted by a member of the Local at this step, the grievant thereby waives all rights to any participation by Local 1044 during any subsequent step in the grievance procedure.

Step Four:

If the grievance is not settled in the third step grievant may, in manner consistent with Step three, submit a written statement of the grievance and the facts giving rise thereto to the next higher individual in the administrative chain of command within twenty-four (24) hours of receipt of the decision rendered in Step three. That individual shall render a decision within twenty (20) days after receipt of the grievance.

Step Five:

If the grievance is not settled in the fourth step, grievant may, in a manner consistent with Step three, submit a written statement of the grievance and the facts giving rise thereto to the next higher individual in the administrative chain of command within five (5) days of receipt of the decision rendered in Step four. That individual shall render a decision within twenty (20) days after receipt of the grievance.

Notwithstanding anything herein to the contrary, that step in which the grievance is submitted to the Township Manager shall be the final step in the grievance procedure and the Township Manager shall have at least twenty (20) days to render a decision on any grievance submitted to him by virtue of the above procedure, and a duly authorized representative of Local 1044 may act on behalf and in lieu of grievant and the Local.

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

C. Township Grievances:

Grievances initiated by the Township shall be filed directly with Local 1044 within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after the filing of the grievance between the Township Manager, or his designated representative, and the President of Local 1044, or his designated representative, in an earnest effort to adjust the differences between the parties.

ARTICLE IV

NO-STRIKE PLEDGE

A. Local 1044 covenants and agrees that during the term of this Agreement neither Local 1044, nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e.; the concerted failure to report for duty or willful absence of an employee covered by this contract), work stoppage, slowdown, walk-out or other job action against the Township. Local 1044 agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Local 1044 member shall entitle the Township to invoke any or all of the following alternatives:

1. Withdrawal of Local 1044 recognition;
2. 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 injunction of damages or both in the event of such breach by Local 1044 or its members.

ARTICLE V
SAFETY CLAUSES

At the request of either party, the Director of Public Works and/or other authorized Township representatives, and authorized representatives of Local 1044 agree to meet at mutually agreeable time and place to discuss the safety conditions of the Township's facilities.

ARTICLE VI
PROVISION OF INFORMATION

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

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

ARTICLE VII
PERSONNEL FILE

Township agrees to permit employees covered by this Agreement to periodically inspect their personnel file maintained in the Office of the Director of Public Works. Said inspection shall be at a time convenient to the Director, after notice by the employee, and shall occur at the beginning or end of the work day.

ARTICLE VIII

RIGHTS AND PRIVILEGES OF LOCAL

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

B. Local 1044 may have the use of a meeting space as designated on a per meeting basis for up to four meetings per year in the Public Works Center, when appropriately scheduled through the proper Township authority. No employee shall be compensated for time spent at a meeting of Local 1044.

ARTICLE IX

HEALTH AND TEMPORARY DISABILITY BENEFITS

A. BLUE CROSS & BLUE SHIELD:

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

For the life of this Agreement, the Township shall contribute a monthly amount equal to 100% of the monthly premiums to the New Jersey Health Benefits program for the coverage of dependents of all permanent and provisional full-time employees covered by this Agreement.

B. DENTAL BENEFITS:

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

C. PHYSICAL EXAMINATIONS:

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

1) Employees who are, or will attain, fifty (50) years of age or older during and after calendar year 1986, will be entitled to a physical examination during 1986 and each year thereafter. As a qualified employee attains fifty (50) years of age, the employee will be entitled to an annual physical examination in the year the employee obtains age fifty (50) regardless of when he was last eligible.

2) Employees who are between forty (40) and forty-nine (49) years of age during and after calendar year 1987 will be entitled to a physical examination during 1987 and every two (2) years thereafter. As a qualified employee attains forty (40) years of age, the employee will be entitled to a physical examination two (2) years after the last time the employee was eligible for an examination.

ARTICLE IX (cont'd)

HEALTH AND TEMPORARY DISABILITY BENEFITS

(i.e.; An employee is thirty-nine (39) years of age in 1986 and was eligible for an examination in 1986. Upon attaining age forty (40) in 1987, the employee will be entitled to another examination two (2) years after the 1986 examination, or in 1988.)

3) Employees who are thirty-nine (39) years of age or younger during and after calendar year 1988, will be entitled to a physical examination during 1988 and every three (3) years thereafter.

D. 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.

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

ARTICLE X

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 two (2) personal days for personal business that can be attended to only during employee's regular working hours, provided written request is made two (2) days in advance of such leave to the Public Works Office for approval by the authorized representative. Such leave shall be granted subject to the manpower needs of the department and will not be granted contiguous to vacation, sick, holiday, absent (with or without permission), leave of absence days, or other personal leave day. A personal leave day shall not carry over into the following calendar year.

B. BEREAVEMENT LEAVE:

1. Each full-time permanent or provisional employee having served at least six (6) months full-time service with the Township shall be allowed up to a maximum of three (3) days leave, with pay, in the event of a death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, mother-in-law, father-in-law, husband, wife, sister, brother or child. An additional fourth day shall be granted, with pay, in the event attendance at the funeral requires travel in excess of two hundred miles in one direction.

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 AM 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 plans to take.

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 attached Notice of Death and the undertaker's letter, will be forwarded to the Deputy Manager's office of payroll processing.

4. Until an employee meets the requirements of Section 3 of this Article, any leave taken as bereavement leave under Section 1 of this Article, will be charged to vacation leave.

ARTICLE XI

HOLIDAYS

- A. The following holidays shall be recognized:
1. New Year's Day January 1
 2. Martin Luther King's Birthday .. 3rd Monday in January
 3. Washington's Birthday.....3rd Monday in February
 4. Good Friday..... Varies
 5. Memorial Day..... Last Monday in May
 6. Independence Day July 4th
 7. Labor Day 1st Monday in September
 8. Columbus Day 2nd Monday in October
 9. Thanksgiving Day 4th Thursday in November
 10. Friday after Thanksgiving 4th Friday in November
 11. Christmas Day..... December 25th
- B. Independence Day - When Independence Day falls on a Tuesday, the preceding Monday will be a holiday. When Independence Day falls on a Thursday, the following Friday will be a holiday.
- C. Christmas - When Christmas falls on a Tuesday, the preceding Monday will be a holiday. When Christmas falls on a Wednesday, Thursday, Friday or Saturday, the preceding day will be a one-half ($\frac{1}{2}$) holiday.
- D. Holidays which fall on Sunday, will be celebrated on the following Monday.
- E. Holidays which fall on Saturday will be taken as compensatory day, subject to the approval of the Department Director, in the remainder of the same year as the holiday, with the exception of Christmas, which may be taken at any time prior to December 31st of the following year.

ARTICLE XII
COMPENSATION

The employees withing the Public Works Department occupying the positions set forth in each schedule annexed hereto, shall be compensated at the respective annual rate for 1986 as set forth in Schedule A annexed hereto; for 1987 as set fort in Schedule B annexed hereto; for 1988 as set forth in Schedule C annexed hereto. Employees within the Public Works Department will receive a retroactive payment, less appropriate deductions, for services rendered from December 20, 1985 to the first pay period reflecting the new salary.

The annual salaries or compensation payable in accordance with Schedules A, B & C of this Agreement, shall be paid in equal weekly installments. Such weekly installments or rates shall be determined by dividing the respective annual salary or compensation by 52.

The appropriate hourly rate of compensation for each employee shall be determined by dividing the aforesaid annual salary by 52 to obtain a weekly rate. This weekly rate is then divided by the number of hours constituting the basic week's work (work week) of the respective employee.

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

All salaries and compensation payable on a weekly or hourly basis for the balance of 1986, 1987 and 1988 shall be paid at the end of the one-week period following the week in which such salaries or compensation shall have been earned.

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

ARTICLE XIII

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, and certification by the Director of Public Works, in accordance with rules established by the Township, to the Township Manager that said employee has performed satisfactory work during the immediately preceding year, there shall be added to the weekly compensation of said employee an amount determined by dividing the annual payment shown below ("Longevity pay") by 52, said longevity pay shall commence at the start of the first weekly pay period of the same calendar month during which said employee completes said appropriate number of years of continuous, unbroken service to the Township.

<u>DURING THE BELOW YEAR OF FULL-TIME SERVICE</u>	<u>AFTER JANUARY 1, 1986 & 1987</u>	<u>AFTER JANUARY 1, 1988</u>
7th thru 10th Year	\$ 400	\$ 600
11th thru 15th Year	\$ 800	\$1,000
16th thru 20th Year	\$1,200	\$1,400
21st Year and Over	\$1,600	\$1,800

ARTICLE XIV
UNIFORMS AND WINTER JACKETS

A. Uniforms:

Uniforms shall be provided to all employees covered by this Agreement at Township expense. The Township reserves the right to designate the uniform supplier and the uniform supplied must be worn by the employee.

B. Winter Jackets:

Effective 1 January 1986, the Township shall purchase a winter jacket for each employee covered by this Agreement. The cost to the Township shall not exceed fifty dollars (\$50) per man.

ARTICLE XV

HOURS AND AUTHORIZED BREAKS

1. The standard DPW work week (excluding King's Highway Water Plant personnel) shall consist of five (5) consecutive days, Monday through Friday, inclusive;
2. The regular starting times for work shifts shall be as follows:

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

The work day will consist of eight (8) hours, 7:30 AM to 4:00 PM, with a half-hour ($\frac{1}{2}$) for lunch. Lunch shall be between 12:00 Noon and 12:30 PM.

A. Building Maintenance Shifts:

Library and Police Headquarters - The work day will consist of eight hours (6:00 AM to 2:30 PM) with one-half ($\frac{1}{2}$) hour for lunch (12:00 Noon to 12:30 PM).

Town Hall/Public Works - Day shift will consist of eight hours (6:30 AM to 3:00 PM) with one-half ($\frac{1}{2}$) hour for lunch (12:00 Noon to 12:30 PM). Night shift will consist of eight hours (3:00 PM to 11:30 PM) with one-half ($\frac{1}{2}$) hour for lunch (6:30 PM to 7:00 PM).

B. Sanitation Department:

The work day will consist of eight (8) hours 7:00 AM to 3:30 PM, with one-half ($\frac{1}{2}$) hour for lunch. Lunch shall be between 12:00 Noon and 12:30 PM.

C. Water Treatment Plant:

The work day will consist of eight (8) hours. Employees at the King's Highway Water Treatment Plant will work rotating shifts of 8:00 AM to 4:00 PM; 4:00 PM to Midnight; Midnight to 8:00 AM. Hours per week will vary per shift from 40 to 50 hours. The relief operator, when not working a shift, will work 7:30 AM to 4:00 PM. The outside plant operator will work 7:30 AM to 4:00 PM. King's Highway Plant Operators will remain at the plant and be on duty during breaks and lunch, and will be paid during these times.

ARTICLE XV (cont'd)

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

3. LUNCH BREAKS

- A. Employees, other than those covered by Subsection B, 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 minutes after said lunch break, and all such employees shall be back at work by 12:40 PM.
- B. 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 PM.
- C. The Township will not provide its employees with drop-off or pick-up service (also known as "taxi service") for employees' lunch, if it means extension of the authorized lunch break period. 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.
- 1) 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 XV (cont'd)

4. 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 sort 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 Moores-town.

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

5. CLEAN-UP PERIOD:

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

ARTICLE XVI

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 forty (40) hours in any one (1) week.
- B. Holidays: In the event an employee is required to work on any holiday listed in Article XI, they shall be paid time-and-one-half their regular rate of pay for all hours worked on that day. This time-and-one-half provision shall apply only for work performed on the day taken in lieu of a holiday, when such is the case, and shall not apply to work performed on the actual holiday.

ARTICLE XVII

CREDIT FOR UNUSED SICK DAYS

- A. Effective 1 January 1986, upon retirement, an employee shall be entitled to a lump sum payment, up to \$3,000 (three-thousand dollars), equal to fifty percent of the total number of accumulated sick days at the time or retirement times \$15.00 (fifteen dollars).

Retirement, as used in this Article shall have the following meaning:

Voluntary termination of employment after completion of at least twenty (20) years of continuous service, and either:

- a) After attaining age 62 (or normal retirement age, as provided by Social Security, whichever is earlier; but in no event before attaining age 60);

or

- b) By reason of permanent, total disability.

- B. Effective 1 January 1987, employees covered by this Agreement shall, upon leaving the employment of the Township, and after the completion of ten (10) years of service, OR after age 55, be entitled to a lump sum payment up to \$4,000, equal to 100% of the total number of unused and accumulated sick days at the time the employee leaves Township employment, times twenty (\$20) dollars.

ARTICLE XVIII

UNION DUES CHECK-OFF, AGENCY SHOP & REPRESENTATION FEE

A. Union Dues Check-Off:

Upon written, acceptable authorization, the Township agrees to deduct union dues from the base weekly wage of each employee covered by this Agreement. Local 1044 shall certify the amount of said dues to the Township at least thirty (30) days prior to the first day of the month in which said dues are to be deducted.

Township agrees to remit dues deducted to the Communications Workers of America, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C., 20006 by the fifteenth (15th) day of the month following the calendar month in which such dues are deducted, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be mailed to the Office of the President of Local 1044.

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

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

B. Agency Shop:

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

1. Local 1044 shall first obtain the signatures of at least seventy (70%) percent of the employees covered by this Agreement. Employees' signatures shall indicate the voluntary agreement to join Local 1044 and to pay dues to the Local.

ARTICLE XVIII (cont'd)

2. Upon local 1044 presenting to the Township proof, in a form acceptable to the Township, that seventy (70%) percent of employees have consented to sign up to join the union, Township shall require the remaining employees covered by this Agreement, to pay a representation fee in lieu of dues as provided below:

C. Representation Fee:

1. If, after Local 1044 has achieved agency shop status in accordance with Section B of this Article, an employee does not choose to become a member of Local 1044 during any membership year (from 1 January to the following December 31st), said employee will be required within thirty (30) days after the Township has formally, in writing, recognized Local 1044 has achieved agency shop status, to pay a representation fee to Local 1044 through payroll deductions. The purpose of this fee will be to off-set the employee's per capita cost of services rendered by Local 1044 as majority representative.

2. Any employee covered by this Agreement, who has not joined Local 1044 before the expiration of the thirty (30) days described in Section C.1 above pertaining to Township recognition of an agency shop, or any new employee to a position covered by this Agreement, who does not join within thirty (30) days of initial employment, or any employee previously employed in a position covered by this Agreement, who does not join within thirty (30) days of re-entry to a position covered by this Agreement, shall, as a condition of employment, pay a representation fee to Local 1044 by payroll deduction. The representation fee shall be in an amount not to exceed eighty-five (85%) percent of the regular Local 1044 membership dues, fees and assessments as certified to the Township by Local 1044.

ARTICLE XVIII (cont'd)

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

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

ARTICLE XIX

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 XX

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 XXI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of and retroactive to 1 January 1986, and shall remain in effect to and including 31 December 1988, without any reopening date. If either party wishes to change, modify, or not to renew this Agreement as of 1 January 1989, 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 1988. 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 1989, at which time, this Agreement shall again continue in full force and effect for an additional year and from year-to-year thereafter, unless either party gives the other such aforesaid notice not less than ninety (90) days prior to the last day of the term of this Agreement then in effect. Notice shall be given under this paragraph by Certified Mail, Return Receipt Requested, and shall be complete upon mailing. For the purpose of mailings, the following addresses shall be sufficient:

Township Manager
Township of Moorestown
Town Hall
111 West Second Street
Moorestown, N.J. 08057

Communications Workers of America
Local 1044
107 High Street
Post Office Box 723
Mount Holly, N.J. 08060

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

IN WITNESS WHEREOF the parties have hereunto set their hands, and seals at Moorestown, New Jersey this 14th day of July 1956.

TOWNSHIP OF MOORESTOWN:

By: Francis L. Bedone
MAYOR

By: [Signature]
TOWNSHIP MANAGER

Attest: John J. Logue
JOHN J. LOGUE
TOWNSHIP CLERK

COMMUNICATION WORKERS OF AMERICA
LOCAL 1044

By: John Lazzarotti
JOHN LAZZAROTTI, PRESIDENT

By: Bernice Krawczyk
BERNICE KRAWCZYK, STAFF REP

NEGOTIATION COMMITTEE MEMBERS

By: William E. Harvey
WILLIAM E HARVEY

By: Robert V. Budden
ROBERT BUDDEN

1986 SALARIES

SCHEDULE A.

POSITION	INCRE-	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	618	13,604	14,222	14,840	15,458	16,076	16,694	17,312
Equipment Operator	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Heavy Equipment Operator	793	17,353	18,146	18,939	19,732	20,525	21,318	22,111
Laborer	646	14,301	14,947	15,593	16,239	16,885	17,531	18,177
Laborer, Heavy	680	14,988	15,668	16,348	17,028	17,708	18,388	19,068
Laborer, Light	591	13,149	13,740	14,331	14,922	15,513	16,104	16,695
Maintenance Repairer	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Mechanic	830	18,215	19,045	19,875	20,705	21,535	22,365	23,195
Mechanic's Helper	646	14,301	14,947	15,593	16,239	16,885	17,531	18,177
Public Works Inspector	913	20,093	21,006	21,919	22,832	23,745	24,658	25,571
Pump Station Operator-Sewage	793	17,353	18,146	18,939	19,732	20,525	21,318	22,111
Recreation & Park Maintenance Worker	646	14,301	14,947	15,593	16,239	16,885	17,531	18,177
Sanitation Driver	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Sr. Tree Climber	793	17,353	18,146	18,939	19,732	20,525	21,318	22,111
Sewage Plant Operator	793	17,353	18,146	18,939	19,732	20,525	21,318	22,111
Sewage Plant Operator & Lab Technician	891	19,504	20,395	21,286	22,177	23,068	23,959	24,850
Tree Climber	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Truck Driver	717	15,749	16,466	17,183	17,900	18,617	19,334	20,051
Water Meter Reader/ Water Repairer	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Water Meter Repairer	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Water Repairer	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Water & Sewer Repairer	752	16,540	17,292	18,044	18,796	19,548	20,300	21,052
Water Treatment Plant Operator	793	17,695	18,488	19,281	20,074	20,867	21,660	22,453

1987 SALARIES

SCHEDULE B.

POSITION	INCRE-	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	655	14,421	15,076	15,731	16,386	17,041	17,696	18,351
Equipment Operator	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Heavy Equipment Operator	841	18,392	19,233	20,074	20,915	21,756	22,597	23,438
Laborer	685	15,158	15,843	16,528	17,213	17,898	18,583	19,268
Laborer, Heavy	721	15,986	16,607	17,328	18,049	18,770	19,491	20,212
Laborer, Light	626	13,940	14,566	15,192	15,818	16,444	17,070	17,696
Maintenance Repairer	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Mechanic	880	19,307	20,187	21,067	21,947	22,827	23,707	24,587
Mechanic's Helper	685	15,158	15,843	16,528	17,213	17,898	18,583	19,268
Public Works Inspector	968	21,297	22,265	23,233	24,201	25,169	26,137	27,105
Pump Station Operator-Sewage	841	18,392	19,233	20,074	20,915	21,756	22,597	23,438
Recreation & Park Maintenance Worker	685	15,158	15,843	16,528	17,213	17,898	18,583	19,268
Sanitation Driver	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Sr. Tree Climber	841	18,392	19,233	20,074	20,915	21,756	22,597	23,438
Sewage Plant Operator	841	18,392	19,233	20,074	20,915	21,756	22,597	23,438
Sewage Plant Operator & Lab Technician	944	20,677	21,621	22,565	23,509	24,453	25,397	26,341
Tree Climber	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Truck Driver	760	16,694	17,454	18,214	18,974	19,734	20,494	21,254
Water Meter Reader/ Water Repairer	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Water Meter Repair	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Water Repairer	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Water & Sewer Repairer	797	17,533	18,330	19,127	19,924	20,721	21,518	22,315
Water Treatment Plant Operator	841	18,754	19,595	20,436	21,277	22,118	22,959	23,800

1988 SALARIES

SCHEDULE C.

POSITION	INCRE-	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Building Maintenance Worker	696	15,322	16,018	16,714	17,410	18,106	18,802	19,498
Equipment Operator	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Heavy Equipment Operator	894	19,539	20,433	21,327	22,221	23,115	24,009	24,903
Laborer	728	16,104	16,832	17,560	18,288	19,016	19,744	20,472
Laborer, Heavy	766	16,879	17,645	18,411	19,177	19,943	20,709	21,475
Laborer, Light	665	14,812	15,477	16,142	16,807	17,472	18,137	18,802
Maintenance Repairer	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Mechanic	935	20,514	21,449	22,384	23,319	24,254	25,189	26,124
Mechanic's Helper	728	16,104	16,832	17,560	18,288	19,016	19,744	20,472
Public Works Inspector	1,029	22,625	23,654	24,683	25,712	26,741	27,770	28,799
Pump Station Operator-Sewage	894	19,539	20,433	21,327	22,221	23,115	24,009	24,903
Recreation & Park Maintenance Worker	728	16,104	16,832	17,560	18,288	19,016	19,744	20,472
Sanitation Driver	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Sr. Tree Climber	894	19,539	20,433	21,327	22,221	23,115	24,009	24,903
Sewage Plant Operator	894	19,539	20,433	21,327	22,221	23,115	24,009	24,903
Sewage Plant Operator & Lab Technician	1,003	21,969	22,972	23,975	24,978	25,981	26,984	27,987
Tree Climber	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Truck Driver	808	17,734	18,542	19,350	20,158	20,966	21,774	22,582
Water Meter Reader/ Water Repairer	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Water Meter Repair	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Water Repairer	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Water & Sewer Repairer	847	18,628	19,475	20,322	21,169	22,016	22,863	23,710
Water Treatment Plant Operator	894	19,924	20,818	21,712	22,606	23,500	24,394	25,288