



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 Council #16 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 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 the 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 or Council #16 during any subsequent step in the grievance procedure.

Step Four:

If the grievance is not settled in the third 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 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. The 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 Council #16 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 Council #16 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 Council #16 or his designated representative in an earnest effort to adjust the differences between the parties.

ARTICLE IV

NO-STRIKE PLEDGE

A. Council #16 covenants and agrees that during the term of this Agreement neither Council #16 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. Council #16 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 Council #16 member shall entitle the Township to invoke any or all of the following alternatives:

1. Withdrawal of Council #16 recognition;
2. Termination of employment of such employee or employees.

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 or damages or both in the event of such breach by Council #16 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 Council #16 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, Borton Landing Road, all 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

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. The Local may have the use of a meeting space as designated on a per meeting basis for four meetings 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 the Local.

ARTICLE VIII

HEALTH BENEFITS

Township shall contribute up to the following amounts each month during 1976 on behalf of each eligible full time permanent or provisional employee, toward premiums for a Health Insurance Program instituted by Township for providing coverage for each said employee (and dependents as defined in the plan) desiring coverage.

DESCRIPTION OF COVERAGE	EMPLOYEE & SPOUSE UNDER 65 NO MEDICARE	EMPLOYEE ONLY OVER 65 OR UNDER MEDICARE	EMPLOYEE & SPOUSE OVER 65 OR UNDER MEDICARE	SPOUSE ONLY OVER 65 OR UNDER MEDICARE
Employee only	21.51	7.84	-	-
Husband & Wife	50.82	30.22	16.82	30.22
Family	55.67	42.69	29.29	42.69
Employee & Child	33.59	14.93	-	-

Should premiums exceed the above Township contribution for the applicable coverage, the difference shall be contributed by employee by means of payroll deduction. Should any employee choose not to have the difference deducted from payroll, Township shall cease making the aforesaid contribution, on behalf of said employee.

During 1977 Township shall contribute monthly up to ten percent (10%) above the monthly rate paid by the Township for December 1976.

ARTICLE IX

PERSONAL LEAVE DAY

Each full time permanent or provisional employee having served at least six (6) months full time service with Township shall be allowed one personal leave day during 1976 and during 1977 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 employee's immediate supervisor and the Director of Public Works or his 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) or leave of absence days. A personal leave day shall not carry over into the following year.

ARTICLE X

COMPENSATION

The employees identified on Schedule B shall be paid the "Gross 1975 Retroactive Payment", less appropriate deductions, for services rendered during 1975.

The employees within the Public Works Department occupying the positions set forth in each schedule annexed hereto, shall be compensated at the respective annual rate for 1976 as set forth in Schedule C annexed hereto, and for 1977 as set forth in Schedule D annexed hereto.

The annual salaries or compensations payable in accordance with Schedules C and D of this Agreement shall be paid in equal weekly installments. Such weekly installment or weekly rate 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 weekly installment or weekly rate by the number of hours constituting the basic week's work (work-week) of the respective employee. For all employees except clerical employees, 40 hours of work performed within the aforesaid work-week shall constitute a basic week's work; for clerical employees, 35 hours of work performed in the aforesaid work-week shall constitute a basic week's work. All salaries and compensation payable on a weekly or hourly basis shall be paid at the end of the week next following the week in which such salaries or compensation shall have been earned, and the work-week for the purpose of such payment shall be deemed to be the week beginning Friday morning and ending Thursday night (midnight) of the calendar week next following.

ARTICLE XI

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 weekly pay period beginning the first Friday of the same calendar month during which said employee completes said appropriate number of years of continuous, unbroken service to the Township: During and Including 1/1/75 - 12/25/75

<u>During the Below Year of Full Time Service</u>	<u>Bldg. Mt.Wkr. Cl.Typ. Laborer Sr.Cl.Typ-PW</u>	<u>Equip. Opr. Lab.Hvy.Mt.Rep. San.Driver Truck Driver Wtr.Mtr.Rep. Wtr. Rep.</u>	<u>Hvy.Equip.Opr. Mech.Rep-Auto P.W. Inspector Pmp.Sta.Opr.</u>
7th year	119	152	176
8th year	119	152	176
9th year	119	152	176
10th year	306	390	452
11th year	306	390	452
12th year	306	390	452
13th year	306	390	452
14th year	306	390	452
15th year	306	390	452
16th year	306	390	452
17th year	306	390	452
18th year	306	390	452
19th year	306	390	452
20th year	306	390	452
21st year	306	390	452
22nd year	306	390	452
23rd year	306	390	452
Each year of Service over 23	306	390	452

During and Including 12/26/75 - 12/31/77

<u>During the Below Year of Full Time Service</u>	<u>Bldg.Mt.Wkr. Cl.Typ. Laborer Sr.Cl.Typ-PW</u>	<u>Equip.Opr. Lab.Hvy.Mt.Rep. San.Driver Truck Driver Wtr.Mtr.Rep. Wtr.Rep.</u>	<u>Hvy.Equip.Opr. Mech.Rep-Auto P.W. Inspector Pmp.Sta.Opr.Sew.</u>
7th year	186	238	275
8th year	186	238	275
9th year	186	238	275
10th year	373	475	551
11th year	373	475	551
12th "	373	475	551
13th "	373	475	551
14th "	559	713	826
15th "	559	713	826
16th "	559	713	826
17th "	559	713	826
18th "	746	950	1101
19th "	746	950	1101
20th "	746	950	1101
21st "	746	950	1101
22nd "	746	950	1101
23rd "	932	1188	1377
Each year of Service over 23	932	1188	1377

ARTICLE XII

DEFINITIONS

The term "local" shall be defined as those members of Council #16 who are employees of Township, and who are assigned to the Department of Public Works.

ARTICLE XIII

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 XIV

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 XV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of and retroactive to January 1, 1975, and shall remain in effect to and including December 31, 1976, without any reopening date. If either party wishes to change, modify or not to renew this Agreement as of January 1, 1977, 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, 1976. 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, 1977, and shall continue in full force and effect to and including December 31, 1977, 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, New Jersey 08057

Civil Service Council #16  
Office of the President  
Burlington County Civil  
Service Council #16  
Mount Holly, New Jersey 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 so served.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Moorestown, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

TOWNSHIP OF MOORESTOWN

BY: \_\_\_\_\_

Attest:

\_\_\_\_\_

BURLINGTON COUNTY CIVIL SERVICE  
COUNCIL #16

BY: \_\_\_\_\_

President

\_\_\_\_\_  
Local Representative Council #16

It was moved by Mrs. Wells and seconded by Mr. Hopton that the following resolution be adopted:

WHEREAS, the following notice was posted in accordance with regulations established by the Public Employee Relations Committee:

All employees are hereby notified The Township of Moorestown has received a request, signed by approximately fifty-six employees of the Department of Public Works, asking that Council #16, New Jersey Civil Service Association, be designated as their sole bargaining agent for the purpose of negotiating salaries, wages and working conditions.

You are hereby further notified the Township of Moorestown intends to adopt a resolution recognizing the aforesaid Council #16 as the exclusive representative of a majority of the employees in the collective negotiating unit defined below.

DEFINITION - Collective Negotiating Unit

The Negotiating Unit includes all blue and white collar employees of the Department of Public Works of the Township of Moorestown, with the exception of the following employees who are excluded from the unit:

- 1. All Managerial - executive
- 2. All Police
- 3. All Fire
- 4. All Professional
- 5. All Craft - as defined by, or under, Chapter 303 Laws of 1968 of New Jersey, as amended
- 6. All Supervisory - including first level Supervisors (e.g. Foremen)
- 7. One Confidential - (e.g. Senior Clerk Transcriber)
- 8. All other employees as defined by or under Chapter 303, Laws of 1968, as amended

Now, therefore,

BE IT RESOLVED by the Township Council of The Township of Moorestown in the County of Burlington that Council #16, New Jersey Civil Service Association, is hereby designated as the exclusive representative for the purpose of negotiating salaries, wages, and working conditions for

all blue and white collar employees of the Department of Public Works in The Township of Moorestown, with the exception of the following employees:

- 1. All Managerial - executive
- 2. All Police
- 3. All Fire
- 4. All Professional
- 5. All Craft - as defined by, or under, Chapter 303 Laws of 1968 of New Jersey, as amended
- 6. All Supervisory - including first level Supervisors (e.g. Foremen)
- 7. One Confidential - (e.g. Senior Clerk Transcriber)
- 8. All other employees as defined by or under Chapter 303, Laws of 1968, as amended

The vote on the resolution resulted as follows: Aye, Mr. Carson, Mr. Hopton, Mr. Dolman, Mrs. Wolppa and the Mayor. Mr. Anaus. Nay. none.

SCHEDULE B1975

Name	Gross 1975 Retroactive Payment
Abraham, Robert	\$ 698.14
Anderson, Alfred	512.62
Angelozzi, Dominick	506.88
Artwell, James	117.28
Baskerville, Ross	642.23
Bendel, Charles	674.91
Bowers, Clarence	788.37
Burnett, Henry	527.58
Caputo, Ronald	245.25
Coleman, Joseph	913.40
Devenney, John	770.46
Divincenzo, Vincent	972.33
Eldridge, Donald	518.44
Gosnell, Franklin	105.28
Gray, Franklin	905.49
Green, John	543.38
Haines, Charles	676.60
Hartshorne, Clarence	585.13
Harvey, William	527.69
Hawkins, William	908.98
Hemphill, Raymond	107.61
Hutchinson, Ernest	880.57
Kreiner, Burris	122.96
Levenduski, Ronald	16.73
Maerz, William	403.93
McLaughlin, Albert, Jr.	552.53
McLaughlin, Albert	92.87
Melcer, Eugene	285.49
Miller, Earl	768.98
Moody, Leonard	434.83
Morgan, Mary Lou	507.30
Muse, Howard	649.72
Nutter, Mark	33.21
Pryor, Elisha	623.59
Roberts, Albert	279.59
Ruggiano, William	1002.61
Scott, Kirk	884.93
Sharp, Ricardo	705.13
Smith, Gary	614.87
Still, Maurice	557.66
Stohner, George	874.61
Summers, Robert, Jr.	527.89
Stevens, William	639.06
Taylor, Ernest	486.77

## SCHEDULE B (cont'd)

1975

Name	Gross 1975 Retroactive Payment
Taylor, John	\$ 712.88
Thornburg, John	401.39
Thompson, Donell	589.80
Tolver, Edward	549.90
Urban, Joseph	651.88
Ware, R.C.	562.23
Westcott, Ernest	524.37
West, Solomon	713.17
Williams, Carroll	677.58
Williams, Charles	661.52
Winchester, Bernard	685.85
Young, Frederick, Jr.	377.14
Young, James	732.52
Young, Leroy	506.45
Alston, Herbert	398.17
Battler, John	366.67
Fricke, David	402.74
Guerrero, Anthony	260.47
Ranson, Gary	402.74
Dunbar, Kurt	590.13
Evans, Frank	656.53

SCHEDULE C

1976

Position	Incre- ment	Step -1-	Step -2-	Step -3-	Step -4-	Step -5-	Step -6-	Step -7-
Building Maintenance Worker	314	7519	7833	8147	8461	8775	9089	9403
Clerk Typist	272	5964	6236	6508	6780	7052	7324	7596
Equipment Operator	382	8390	8772	9154	9536	9918	10300	10682
Heavy Equipment Operator	402	8808	9210	9612	10014	10416	10818	11220
Laborer	329	7251	7580	7909	8238	8567	8896	9225
Laborer - Heavy	345	8292	8637	8982	9327	9672	10017	10362
Maintenance Repairer	382	8390	8772	9154	9536	9918	10300	10682
Mechanical Repairer Automotive	421	9244	9665	10086	10507	10928	11349	11770
Public Works Inspector	463	10198	10661	11124	11587	12050	12513	12976
Pumping Station Operator Sewage	402	8808	9210	9612	10014	10416	10818	11220
Sanitation Driver	382	8390	8772	9154	9536	9918	10330	10682
Senior Clerk-Typist Public Works	314	6899	7213	7527	7841	8155	8469	8783

SCHEDULE C

1976

Position	Increment	Step -1-	Step -2-	Step -3-	Step -4-	Step -5-	Step -6-	Step -7-
Sewage Plant Operator	402	8808	9210	9612	10014	10416	10818	11220
Truck Driver	364	7991	8355	8719	9083	9447	9811	10175
Water Meter Repairer	382	8390	8772	9154	9536	9918	10330	10682
Water Repairer	382	8390	8772	9154	9536	9918	10330	10682
Water Treatment Plant Operator	402	8808	9210	9612	10014	10416	10818	11220



SCHEDULE D

1977

Position	Incre- ment	Step -1-	Step -2-	Step -3-	Step -4-	Step -5-	Step -6-	Step -7-
Building Maintenance Worker	330	7895	8225	8555	8885	9215	9545	9875
Clerk Typist	286	6262	6548	6834	7120	7406	7692	7978
Equipment Operator	401	8810	9211	9612	10013	10414	10815	11216
Heavy Equipment Operator	422	9248	9670	10092	10514	10936	11358	11780
Laborer	345	7614	7959	8304	8649	8994	9339	9684
Laborer - Heavy	362	8707	9069	9431	9793	10155	10517	10879
Maintenance/Repairer	401	8810	9211	9612	10013	10414	10815	11216
Mechanical Repairer Automotive	442	9706	10148	10590	11032	11474	11916	12358
Public Works Inspector	486	10708	11194	11680	12166	12652	13138	13624
Pumping Station Operator Sewage	422	9248	9670	10092	10514	10936	11358	11780
Sanitation Driver	401	8810	9211	9612	10013	10414	10815	11216
Senior Clerk-Typist Public Works	330	7244	7574	7904	8234	8564	8894	9224

SCHEDULE D

1977

Position	Ince- ment	Step -1-	Step -2-	Step -3-	Step -4-	Step -5-	Step -6-	Step -7-
Sewage Plant Operator	422	9248	9670	10092	10514	10936	11358	11780
Truck Driver	382	8391	8773	9155	9537	9919	10301	10683
Water Meter Repairer	401	8810	9211	9612	10013	10414	10815	11216
Water Repairer	401	8810	9211	9612	10013	10414	10815	11216
Water Treatment Plant Operator	422	9248	9670	10092	10514	10936	11358	11780