

AGREEMENT

BETWEEN

**THE TOWNSHIP OF WESTAMPTON
BURLINGTON COUNTY, NEW JERSEY**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, DISTRICT COUNCIL 71**

LOCAL, 3827A

JANUARY 1, 2007 TO DECEMBER 31, 2010

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PREAMBLE

THIS AGREEMENT entered into by the Township of Westampton (hereinafter referred to as the “Employer”) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of difference and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

A. The employer recognizes the Union as the sole and exclusive representative regarding terms and conditions of employment for the following classes of employees:

Court Administrator	Public Works Supervisor
Chief Financial Officer	Tax Collector
Construction Official	Deputy Township Clerk
Deputy Tax Collector	Laborer
Equipment Operator	Secretary Class I, II, III
Executive Secretary	Typist
Violations Clerk	Public Works Foreman
Tax Assessor	Mechanic
Deputy Court Administrator	Assistant Mechanic

B. Any future positions in categories not set forth above shall not automatically be included in the unit represented by the Union. Excludes managerial executives, supervisors, confidential employees, professional and craft employees as defined by the Act.

C. Probationary period is defined as that interval of time an employee performs job responsibilities for ninety (90) days, wherein he/she is evaluated for continued employment with Township, as a regular employee. Said employee, upon successful completion shall have a starting date, effective his/her first day of employment as a probationary. The probationary employee shall not be subject to the terms and conditions of this contract until successful completion of the probationary period and hiring by the Township.

ARTICLE II - CHECK OFF

- A. The employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the District Council #71, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently exist, or as may be amended.
- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter, any new employee whose employment is within the unit represented by the Union who does not join within thirty (30) days of initial employment after successful completion of any probationary period, or any employee whose position of employment is within the unit represented by the Union, shall as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five (85) percent of the regular Union's membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union shall indemnify and hold harmless the Township for all costs and expenses incurred by the Township for any challenges which arise as a result of the representation fee set forth herein.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the provisions contained in the Agreement, also all other terms and conditions of employment, shall be settled in the following manner:

STEP ONE:

The employee shall take up the grievance or dispute in writing to the Township Administrator within ten (10) working days of its occurrence. The Township Administrator shall try to adjust the matter and shall respond to the employee or steward within five (5) days of submission.

STEP TWO:

If the grievance still remains unadjusted, it shall be presented by the steward to the Township Committee in writing, within five (5) days after response from the Township Administrator. At the option of either the Union or the Township Committee, the shop steward shall meet in person with the Township Committee to discuss the matter.

STEP THREE:

If the grievance remains unsettled, the grievance may within fifteen (15) working days, after the reply of the Township Committee, in writing, proceed to arbitration.

- B. Failure to meet strictly the timelines for processing a grievance creates a conclusive presumption that the grievance has been dropped.

ARBITRATION PROCEDURE

- A. The Union and Employer agree to use the services of the New Jersey Public Employees Relations Commission (hereinafter referred to as "PERC").
- B. A request will be made by the Union to PERC to submit a roster of personnel qualified to function as an arbitrator in the dispute in question.
- C. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) working days of the initial request for arbitration, PERC will be requested by either party to designate an arbitrator.
- D. The arbitrator shall limit himself to the issue submitted to him and shall add nothing to, nor subtract anything from the agreement.
- E. The parties direct that the arbitrator shall be limited to consideration of allegations of express violations of specific provisions of this agreement. In no manner shall the arbitrator consider any other matter.
- F. The arbitrator shall be directed to issue his/her decision in writing within thirty (30) days after the conclusion of testimony and argument. The recommendations of the arbitrator shall be final and binding on both parties.
- G. The costs of arbitration shall be paid jointly by the parties, each paying one-half (1/2) thereof. No employee shall be denied his compensation for his/her appearance as a witness in accordance with Article.
- H. All other costs shall be paid by the party incurring them.

ARTICLE IV - EMPLOYEE RIGHTS

- A. An employee shall be entitled to Union representation at each step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each and every step of a disciplinary hearing.
- C. No employee shall be required by the Employer and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Employer agree to their use, prior to such meeting, in writing.
- E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

ARTICLE V – MANAGEMENT’S RIGHTS

- A. The Township of Westampton 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.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules regulations and practices and the 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. S. 40A, or any other national, state, county or local laws or regulations.
- D. In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions exist, an employee with the greatest amount of seniority shall be considered, provided he has the ability to perform the work involved.
- E. The Employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability).
- F. Notwithstanding anything above to the contrary, the Employer reserves the right to replace vacancies and to fill new positions based upon its sole discretion.

ARTICLE VI – SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his/her most recent date of hire.
- B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's last name).
- C. The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the employer shall furnish copies of same to Union upon reasonable request.
- D. In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions exist, an employee with the greatest amount of seniority shall be considered, provided he has the ability to perform the work involved.
- E. The Employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability).
- F. Notwithstanding anything above to the contrary the Employer reserves the right to replace vacancies and to fill new positions based upon its sole discretion.

ARTICLE VII – DISCIPLINARY ACTION

- A. All employees shall be subject to disciplinary action, including discharge, in accordance with applicable law and/or regulations.
- B. Written notice of disciplinary action shall be given to the employee and the Steward. The notice shall contain the reason for the disciplinary action and the nature of the discipline.
- C. The name of any employee who is notified of suspension, or dismissal pursuant to Section 2, shall be transmitted to the Union promptly, but not later than forty-eight (48) hours after such notice.
- D. Any employee covered by this Agreement shall have the right to appeal any discipline through the grievance procedure of this Agreement.
- E. The employer agrees to apply the principle of progressive discipline where applicable.
- F. Discipline shall generally be applied in the following steps:
 - 1. Notice
 - 2. Written warning
 - 3. Minor disciplinary action (1-5 days)*
 - 4. Major disciplinary action (over 5 days)*
 - 5. Termination, after a hearing

*Loss of pay for a specified period of time as indicated.

- G. In the event of a disciplinary action, any review beyond the level of the Township Committee in the grievance procedure shall be limited to a factual determination of whether or not the incident(s) charged actually occurred, and there shall be no substitution, modification, or reversal of discretion by an arbitrator.

ARTICLE VIII – JOB POSTING

- A. Any vacancies or newly created positions in the Township will be posted prominently for five (5) working days. The posting shall include the classification, the salary range, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.
- B. The employee will post prominently for seven (7) working days, the name of the individual selected for the promotion, vacancies or reassignment.
- C. The employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability) subject to the recognition that the replacement of any vacancies and the filling of any new positions is a management prerogative solely within the discretion of the employer.

ARTICLE IX – OVERTIME

- A. A normal work week shall consist of 35 hours of work at straight time pay. Hours worked in excess of 35 hours and up to 40 hours in a week will be paid at or given compensatory time at the straight time rate. Pay will be allowed for hours worked for snow removal, municipal court call-ins and emergencies as per the Township Administrator. Compensatory time will be given for all other overtime hours worked.
- B. Overtime hours worked in excess of 40 hours per week will be paid at time and one half. Employees may take compensatory time at the rate of time and one half, at their option.
- C. No overtime work shall be performed or paid, unless such work was authorized in advance in writing by the Township Administrator.
- D. Insofar as practicable, overtime shall be distributed equitably among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being given the opportunity of working such overtime.
- E. The employer shall provide to the Union, upon reasonable request, a list of employees showing overtime worked.
- F. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.
- G. All paid time off (such as vacation time, holidays, sick time and personal days) shall be considered time worked, for the purpose of computing overtime pay.
- H. 1. All Department of Public Works employees must be available for snow removal overtime when called, except when on an approved leave. Snow removal overtime will begin when employee is called in. (Assuming he responds shortly after being called; PW Director will determine this. Snow removal on a holiday will be compensated at double time.

CALL-IN TIME

- A. Any employee who returns to work during a period other than his/her regularly scheduled shift, shall be guaranteed comp time or pay (as per Article IX, Section 1) for two hours at the appropriate comp time or overtime rate of pay, regardless of number of hours actually worked.
- B. If the call-in period exceeds two (2) hours, the additional time will be at the appropriate comp time or overtime pay rate.

ARTICLE X – HOURS OF WORK

- A. The regularly scheduled full-time work week shall consist of thirty-five (35) hours per week exclusive of one lunch hour per day, with the exception of Public Works, which shall consist of a forty (40) hour per week workweek with one-half (1/2) hour lunch per day.
- B. In the absence of an emergency, the Employer shall provide ten (10) day advance notice to any employee whose schedule is being modified.
- C. Employees shall be entitled to a fifteen (15) minute break in the AM and a fifteen (15) minute break in the PM, per each scheduled work day.
- D. All employees not working the standard 8:00 AM to 4:00 PM day, will have written authority of the Township Administrator.
- E. One hour lunch period will be taken between 12:00 Noon and 2:00 PM unless by written authority of the Township Administrator. Lunch hours must be staggered so that all offices remain open.

ARTICLE XI – UNION VISITATION/BUSINESS

- A. AFSCME Council 71 and/or International Union Representatives, when arriving on the Employer's premises, shall first announce his/her presence to the Township Administrator. The Township Administrator shall grant a reasonable period of time for the visitation.
- B. Designated employee representatives of the Union shall be permitted time off without loss of pay, for the purpose of handling representational matters, including, but not limited to the investigation of Grievances, Disciplinary hearings, Negotiation and meetings with Representatives of the Employer.
- C. The employer will provide release time, up to three days with pay, to one (1) employee per year for the purpose of attending Union conventions.

ARTICLE XII – SICK LEAVE

- A. Full time employees shall be entitled to the following sick leave with pay:
1. One day of paid sick leave for each month of service during the remainder of the employee's first calendar year, up to December 31st of that year. Thereafter, all full time employees shall be entitled to fifteen (15) paid sick days per year.
 2. Part time employees who work twenty-one (21) hours or more per week, shall be entitled to one half (1/2) days of paid sick leave for each month worked during the remainder of the first year. Thereafter, each part time employee shall be entitled to seven (7) paid sick days per year.
 3. Part time employees who work less than twenty-one (21) hours per month, shall not be entitled to sick leave with pay.
- B. Sick leave may be used for sickness of the employee and his/her immediate family:
Immediate family is defined as: the employee's spouse, son, daughter, foster children, step children.
- C. If an employee is absent for three (3) consecutive work days for reasons of illness, the Township may require acceptable medical evidence on the prescribed form. The nature of the illness shall be stated on the doctor's certificate, unless it is confidential between the doctor and the patient, in which event the doctor must give a certificate releasing the employee so that he/she return to work.
- D. Sick leave by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.
- E. Unused sick leave may be accumulated from year to year or an employee may choose to be reimbursed at one half (1/2) pay at the end of each year for any unused sick leave from the current year. Upon retirement in accordance with the State Pension System, the Township

shall reimburse the employee for one half of his accumulated sick leave, not to exceed 45 days pay.

ARTICLE XIII – BEREAVEMENT LEAVE

- A. All full time employees shall be permitted leave with pay, for up to five (5) days and up to seven (7) days in the event of travel outside a one hundred fifty (150) mile radius, following the death of a member of the immediate family. For the purpose of this Article, immediate family shall include: spouse, children, mother, father, sister, brother, parent of spouse and grandparents, brother-in-law, sister-in-law, daughter-in-law and son-in-law.
- B. One day leave for the deaths of an aunt, uncle or grandchildren.

ARTICLE XIV – INSURANCE COVERAGE

A. All full time employees will be enrolled in:

- New Jersey State Health Benefits-family coverage
- Prescription Plan – family coverage through N.J. State Health Benefits
- Dental plan – employee covered; if family coverage is elected, employee pays one half (1/2) of additional premium.
- Or a plan that is equal to or better than.
- If Health Care Costs increase more than 10%, the employee will contribute \$10.00 per week toward their benefits.

ARTICLE XV – INJURY ON JOB, WORKMAN’S COMPENSATION

- A. Employees disabled with job-related injuries and unable to work shall receive full pay from the Township until the earlier of any one of the following events:
1. 90 days from the date of initial disability;
 2. A determination by a physician of the Township’s choosing that the employee may return to work;
 3. The employee returns to work.

As a condition of the receipt of full pay from the Township by such a disabled employee with a job-related injury, the employee shall endorse over to the Township any compensation checks received from the Township’s workman’s compensation insurance carrier as a result of said injury. During the period of disability, the Township reserves the right, at such time and under such circumstances as are reasonable, to require the person covered under the provision set forth herein to undergo a physical examination by a physician of the Township’s choosing. When said physician determines that an employee may return to work, the Township’s checks will cease unless the employee returns to work.

- B. If you are injured on the job, report it immediately to your Supervisor and complete an accident report form at the Township Clerk’s office. All injuries, including minor injuries not requiring medical attention, shall be reported to the Township Clerk. The hospital and/or physician attending the injury should be advised that it is a job related injury covered by Workman’s Comp.

ARTICLE XVI – EMPLOYEE’S EXPENSES

- A. All employees shall be compensated at the rate per IRS Specifications for use of their vehicle on Township business.
- B. Reimbursement shall be made to any employee for his/her expenses incurred for attendance at professional activities or for membership in such organizations which pertain only to Township business.
- C. Expenses exceeding twenty-five dollars (\$25.00) must be approved by the Township Committee prior to commitment by said employee.
- D. Entertainment expenses will not be reimbursed. Activities will be limited to those that occur within the State of New Jersey. All Union activities will not be covered by this policy.
- E. Clothing allowance for Public Works/Maintenance Employees will be \$300.00 per year and includes \$100.00 reimbursement for work boots.

ARTICLE XVII – JURY DUTY

- A. All permanent employees who are required to serve jury duty will be paid by the Township based upon average hours worked, up to a maximum of seven (7) hours per day, or eight (8) hours per day in the Public Works Department, for such time as is necessary for the completion of such service. Compensation received for such service as paid by the court system shall be returned to the Township by the employee. The employee shall return to his/her regular duties with the Township at such time he/she is released from said duty.

ARTICLE XVIII – HOLIDAYS

A. The following holidays, with pay, shall be observed by the Township of Westampton:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day and day after
Memorial Day	Christmas Day and day after
Independence Day	

B. Four additional holidays shall be personal holidays which may be taken at the employees' discretion and the Administrator's approval. These days cannot be accumulated.

C. Request for a personal holiday must be made in writing to your immediate supervisor. Forty-eight (48) hours notice is required, except in the case of an emergency situation. Approval is needed from your immediate supervisor and Township Administrator. Personal holidays are not to be used as a substitute for sick or vacation days. Abuse of this provision will result in disciplinary action.

D. With respect to paid holidays, an employee must have worked the last scheduled work day before the holiday and first scheduled work day after the holiday, except in the case of proven illness, injury, absence with the approval of the Township Committee or vacation.

E. If a scheduled holiday should fall on a Sunday, it will be recognized on the following Monday; if the holiday should fall on a Saturday, it will be recognized the preceding Friday.

F. If a holiday should occur when an employee is on a paid vacation, the employee shall be entitled to the holiday in addition to the vacation day.

G. New employees who have not completed thirty (30) calendar days of service shall not be entitled to holiday pay.

ARTICLE XIX – VACATION LEAVE

A. All permanent employee shall be entitled to vacation on January 1 following the date hired and any subsequent January 1. Vacation time shall be taken between January 1 and December 31 in the year it becomes due. Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken after January 1 of the next year. The amount of vacation time earned shall be determined from the following schedule in accordance with service time:

FULL TIME EMPLOYEES:

1. Less than one full year of service: 5/6 day for each full month served, rounded off to the nearest full day as of January 1;
 2. One year and one day of service: Ten days vacation
 3. Five years and one day through the nine full years of service: Fifteen days vacation
 4. Ten years and one day through fourteen full years of service: Twenty days vacation
 5. Fifteen years and one day or more full years of service: Twenty-five days vacation
- B. Part time employees shall receive vacation time on a pro rata basis so that after one full year of service he/she shall be entitled to one week's vacation based on the number of days worked during the week.
- C. All vacations shall be taken during the year it becomes due. There will be no carry over of vacation time to the following year and there will be no buy back of unused vacation leave.
- D. Upon termination of employment with the Township, the employee will be paid for unused vacation leave for the current year. The employee's vacation leave will be prorated according to the period of time worked.
- E. Only one employee per department will be allowed on vacation at any one time, except that two employees per department will be allowed on vacation at any one time for departments

over six (6) employees, unless otherwise authorized by the Township Committee and/or Township Administrator.

- F. Temporary employees are not eligible for vacation benefits, unless otherwise directed by the Township Committee or Township Administrator.
- G. All requests for vacation leave shall be submitted on the proper form to the Township Administrator for approval.

ARTICLE XX – COMPENSATION

- A. All newly hired employees shall be paid in accordance with the first step of the pay range for their position.
- B. Thereafter, at the completion of each year of satisfactory and meritorious service, the employee will move up one step in his/her range until he/she reaches the maximum step of the range.
- C. Any employee promoted will receive the minimum salary of the range for that position. In the event the minimum salary for the new position is less than the employee’s base salary prior to promotion, the promoted employee will receive the salary of the next higher step of his/her current new base salary.
- D. Beginning in 2007, the union and management shall enter into a four (4) year agreement.
- E. Each step of the salary range from 2007 will be increased by four percent effective January 1, 2007, four (4%) percent effective January 1, 2008, and four (4%) percent effective January 1, 2009 and four percent January 1, 2010. Salary ranges will be attached as Schedule 1, 2, 3 and 4.
- F. In the event an employee reaches his/her maximum salary, said employee will only receive the negotiated increases for the current calendar year.
- G. Effective and retroactive to January 1, 2007, all eligible employees shall receive longevity payments as follows:

<u>Years of Service</u>	<u>Longevity Payment</u>
After 5 through 8 years of service	\$300.00
Beginning the 9 th through 15 th Years of service	\$500.00
Beginning the 16 th year of service And thereafter	\$800.00

ARTICLE XXI – MISCELLANEOUS

- A. THIS AGREEMENT represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this Agreement, that neither Employer nor AFSCME shall be required to negotiate or renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.
- B. Further, if no agreement is reached before December 31, 2010, for the next contract term, the terms of this Agreement shall remain in force until such time as the next Agreement is signed. When the next Agreement is signed, all terms and benefits shall be retroactive to January 1, 2011.

American Federation of State, County and
Municipal Employees, AFL-CIO
District Council 71, Local 3827A

Township of Westampton

BY: _____

BY: _____

DATED: _____

DATED: _____

BY: _____

DATED: _____