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THIS DOES NOT  
CIRCULATE

COLLECTIVE NEGOTIATIONS  
AGREEMENT

by and between

*Easthampton Township*  
TOWNSHIP OF EASTAMPTON,  
BURLINGTON COUNTY  
NEW JERSEY

and

EASTAMPTON PATROLMEN'S ASSOCIATION

for

JANUARY 1, 1978,

to

*to* DECEMBER 31, 1979.

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PREAMBLE

THIS AGREEMENT, made and entered into by and between the TOWNSHIP OF EASTAMPTON, hereinafter referred to as the "Township"; and the EASTAMPTON PATROLMEN'S ASSOCIATION, hereinafter referred to as the "EPA", has as its purpose the promotion of harmonious employee relations between the Township and the EPA, in the best interests of the residents of Eastampton, the establishment of an equitable, orderly and peaceful procedure for the resolution of differences and the setting forth of the full agreement between the parties concerning the establishment of salaries, hours of work and other terms and conditions of employment.

ARTICLE I  
RECOGNITION

The Township hereby recognizes the EPA as the exclusive collective negotiations agent for all police officers, police sergeants, police communication officers, police clerks and special police officers, excluding lieutenants and the chief of police, employed full-time by the Township.

ARTICLE II  
MANAGEMENT RIGHTS

The Township shall have the right to determine all matters concerning the management or administration of the police department, subject to the provisions of this Agreement.

ARTICLE III  
NON-DISCRIMINATION

The Township and the EPA agree that the provisions of this Agreement shall be applied equally to all employee members of the EPA in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex or political affiliation or membership or legitimate activity in the EPA. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE IV  
EPA RIGHTS

A. Right to organize

Pursuant to Chapter 303, Public Laws 1968, the Township here agrees that every member of the EPA shall have the right to freely organize, join and support the EPA for the

purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a Municipal Government exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the EPA in this enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or by other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey and the United States; that it shall not discriminate against any member of the EPA with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the EPA, his or her participation in any activities of the EPA collective negotiations or his or her institution of any grievance, complaint or proceeding under this Agreement.

B. Activity with pay

The Township agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon EPA representatives shall be allowed to:

- (a) represent EPA members in grievance proceedings arising under this Agreement;
- (b) attend negotiating meetings with the Township if designated as a member of the negotiating team; and
- (c) attend scheduled meetings of the EPA, upon at least one week's advance notice to the Chief of Police, provided such attendance does not impair the police function to be performed, and further provided they may attend emergency meetings of the EPA for purposes of action on a collection negotiations contract, with 24 hours' notice to the Chief of Police to be held during the 8 a.m. to 4 p.m. shift, such attendance not impairing the police function to be performed.

C. Bulletin board

The Township agrees to furnish a bulletin board of approximately 30 by 30 inches size, in a convenient location, determined by the Township, within the police department facilities for the exclusive use of the EPA.

The EPA shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or defamatory of any individual or the Township. The EPA shall not post election campaign materials. Postings shall be signed by an authorized representative of the EPA.

D. Use of facilities and equipment

The EPA shall have the right to use the public meeting room in the Township Municipal Building, at a reasonable hour for meetings, subject to coordination of facility availability with the Township.

In addition, the EPA may use the Township photocopy machine, during the 8 a.m. to 4 p.m. shift, when it is not otherwise in use, upon payment of \$.05 per copy which shall be billed monthly.

E. Press representative

The EPA press representative, or his designee, shall not have any action taken against him by the Township for information released through the EPA, provided that this information be clearly designated as an official statement of the EPA, and further provided the information shall be relative to EPA business arising under this contractual agreement.

ARTICLE V

MILITARY LEAVE

All employees shall be granted a leave of absence for field training in accordance with the following provisions:

1. Any employee of the Eastampton Township Police Department who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United State Air Force Reserve, or the United States Marine Corp Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he/she shall be engaged in field training, which period shall not exceed two (2) weeks in a calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.

2. A member called into any other extended service with the Armed Forces shall be placed on leave without pay for a period of such service.

3. After two (2) years service, any member entering extended active military service with the Armed Forces on a voluntary basis during wartime and on any involuntary basis during peace time shall be granted thirty (30) days salary in the form of military leave with pay, and the balance of the said extended military service shall be considered as military leave without pay.

4. All employees shall be paid, as aforesaid, and their accumulated vacation, holiday or sick time shall not be forfeited.

#### ARTICLE VI

#### LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A

leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause, nor shall such leave be taken to obtain further education.

No person shall be required to take a leave of absence without his written consent made in the presence of EPA authorized representative.

The maximum time for which an employee may request and obtain a leave of absence shall be for a period of thirty (30) days; following the utilization of such time, all further leave of absence shall be accorded only with the express approval of the Township.

There shall be no accrual of sick leave or vacation leave benefits or pay for holidays during the time of such leave of absence.

#### ARTICLE VII

##### INJURY IN THE LINE OF DUTY

The Township will provide insurance coverage to render payment to an employee injured in the line of duty in the amount of \$50.00 per week (in excess of any Workmen's Compensation payments) for a period of up to 104 weeks. In addition, the Township agrees to pay the employee an amount equal to workmen's compensation benefits to be received during the period between when the employee is entitled to receive such benefits and when they are actually received, provided the employee agrees to reimburse the Township for such expenditure upon the actual receipt of such workmen's compensation benefits.



## ARTICLE VIII

### SICK LEAVE

The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

A. During the first year of employment, one day after four months and one additional day after each additional two months, for a total of five.

B. Thereafter, ten days in each year worked.

All sick leave shall be cumulative from year to year with no maximum limit. Members of the EPA retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused sick leave which is credited to him/her on the effective date of his/her retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused sick leave, based upon the average annual compensation received during the last three (3) years of his/her employment prior to the effective date of said retirement.

Sick leave shall be used only for illness or injury of an employee or of his immediate family. The Township may require a medical certificate showing such illness or injury if three or more consecutive sick days are used.

## ARTICLE IX

### PERSONAL LEAVE

The Township will permit each member of the EPA one (1) personal leave day per year with pay. The request for such leave days shall be made to the Chief of Police at least seven (7) days prior to its anticipated use.

Personal leave days shall not be cumulative and shall not cause the Township to make payment for such time not utilized.

## ARTICLE X

### BEREAVEMENT LEAVE

If a death occurs among members of an employee's immediate family, the employee will be excused from work to

attend to funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for one (1) day.

The phrase (members of an employee's immediate family" shall mean mother, father, sister, brother, or parent in-law.

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, cousin and all other "in-law" relationships.

If a death occurs to a member's spouse, the employee will be excused from work without loss of pay for up to fifteen (15) days if the spouse is survived by a minor child, or ten (10) days, if not; and if death occurs to a member's child or step-child, the employee will be excused for up to ten (10) days.

In the event the funeral requires travel of great distance, the Chief of Police may allow up to two (2) addition days for travel.

## ARTICLE XI

### WORK WEEK AND CONDITIONS

1. The present rotating system under which the EPA members work during the hours of 8 a.m. to 4 p.m., 4 p.m. to midnight and midnight to 8 a.m. shall not be permanently changed by the Township without consultation with the EPA at least sixteen (16) days prior to the effecutation of any change in order that the EPA shall have the opportunity to present its view on such proposed changes, except in the case of an emergency precluding such notice, in which situation the EPA shall be given the greatest possible notice.

2. A member of the EPA required to work in excess of eight (8) hours in any twenty-four (24) hour period (from midnight to midnight) shall be paid one and one-half (1-1/2) times his/her base salary.

3. A member of the EPA required to work in excess of eight (8) hours in any tour of duty or any eighty (80) hour two (2) week period or on a day off shall be entitled to one and one-half (1-1/2) times his/her base salary.

4. Any member of the EPA who is required to work longer than his/her regular tour of duty shall be paid for overtime at the rate of one and one-half (1-1/2) times his/her base pay, in accordance with present practice and in the determination of the Chief of Police, to the nearest quarter of an hour.

5. Where conditions permit and where departmental efficiency shall not be adversely affected, a rest period of sixty (60) minutes shall be provided during each eight (8) hour shift.

6. Any member of the EPA who is called in for non-scheduled overtime shall be guaranteed a minimum of one (1) hour at one and one-half time his/her base pay, or, if in for in excess of one (1) hour, shall be guaranteed a minimum of two (2) hours.

7. The Township shall supply a wall-type locker in good working condition for the use of each member assigned to the patrolmen's division.

8. The Township will provide clean restroom facilities with hot water.

9. All written orders or police directives shall be signed by the appropriate supervisor and a copy will be given to each member.

10. The Township shall make available to each member of the EPA, in book form, a copy of the rules and regulations of the Police Department, within one hundred twenty (120) days of the adoption of this Contract.

#### ARTICLE XII

##### HOLIDAYS

The Township shall recognize the listed holidays. Members of the EPA appearing on the schedule of said holiday shall be paid at the rate of one and one-half (1-1/2) times his/her base pay in addition to their base pay. All other members of the EPA shall be paid for said holiday at their base pay.

New Years Day

President's Day

Easter

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Any other holiday shall be such holidays as are declared by the Mayor.

#### ARTICLE XIII

##### VACATIONS

1. All members of the EPA shall receive annual leave in accordance with the following schedule:

Years of Employment

Up to one (1)

Amount of Leave

Commencing with the first month following the date of employment, one-half (1/2) day per month not to exceed six (6) days.

<u>Years of Employment</u>	<u>Amount of Leave</u>
One year and thereafter	Twelve (12) days.

2. Annual leave shall not accumulate from year to year, except that any member who entered the present contract term with more than four (4) days accumulated vacation shall have the 1978 and 1979 calendar years to utilize said days. Annual leave shall be credited to the members of the EPA on the first day of the first month of the year in which it will become due, and may thereafter be taken to the extent of the credit, and any prior accumulation due as provided herein.

3. Where a member is precluded from utilizing vacation leave because of an emergency at the direction of the Chief of Police, any unused vacation shall carry over to the following year for use.

4. Vacations shall be coordinated through the Chief of Police and not more than one member shall be entitled to utilize vacation at any given time.

#### ARTICLE XIV

##### CLOTHING ALLOWANCE

1. The Township shall pay to each uniformed member of the EPA two hundred dollars (\$200.00) in calendar year 1979 for the purpose of cleaning and maintaining uniforms.

2. Non-uniformed members of the EPA shall receive a payment of two hundred fifty dollars (\$250.00) in calendar year 1979 as a recognition of the wear and tear to which the clothing of such individuals is exposed as a result of the nature of his/her position.

3. The Township shall pay to each member of the EPA thirty-five dollars (\$35.00) per calendar year toward the purchase of footwear.

4. The clothing and footwear allowances shall be paid to the members on the first pay day in December.

5. The Township agrees to replace with Township equipment any and all departmental equipment which is lost or damaged in the line of duty.

6. The Township will replace prescriptive glasses lost or damaged in the line of duty, up to a cost of seventy-five dollars (\$75.00), provided said loss or damage is reported immediately to the members immediate supervision and further that such loss or damage was not the result of the member's negligence.

#### ARTICLE XV

##### COURT APPEARANCES

In calendar year 1979, the Township will compensate all members of the EPA at the rate of ten (10) dollars per court appearance up to two (2) hours in length, and fifteen (15) dollars in excess of two (2) hours, provided: (a) more than one matter scheduled at one time before a court shall be considered as one court appearance; (b) except for Eastampton Township Municipal Court, the member shall provide written proof of his/her appearance in such court, signed by a court official or pro secutor; and (c) such compensation shall not be made to a member scheduled for duty at the time court is in session.

#### ARTICLE XVI

##### TRAVELING EXPENSES

All members of the Association traveling outside the Township on official business, at the explicit direction

of their superior, shall be paid for tolls and parking fees incurred, upon presentation of proper receipt. The Township shall endeavor to provide this automobile for such travel and when such vehicle is not provided, shall pay the member seventeen (17) per mile to fully reimburse the member for the use of his private vehicle.

#### ARTICLE XVII

##### SEVERANCE PAY

Upon severance, members of the EPA shall receive all just compensation to which they are entitled under this Agreement, vacation to be pro rata to months worked.

#### ARTICLE XVIII

##### PROVISIONS FOR MEALS

The Township shall supply to all members of the EPA who work in excess of eight (8) hours during an officially declared emergency a hot meal, at a cost not to exceed three dollars (\$3.00). Emergencies shall be as declared by the Chief of Police or his designee.

#### ARTICLE XIX

##### DEDUCTIONS FROM SALARY

1. The Township agrees to deduct from the salaries of the member of the EPA dues, upon presentation of the required authorization.

2. Said dues will be transmitted to the EPA by the fifteenth (15) of each month following the monthly pay period in which the deduction was made.

3. If during the life of this Agreement there shall be any change in the rate of membership dues, the EPA shall furnish to the Township written notice prior to the

effective date of such change and shall furnish to the Township new authorizations from its members showing the authorized deduction for each employee.

4. The EPA will provide the necessary "Check-off authorization" form and deliver the signed forms to the Township Clerk.

#### ARTICLE XX

##### GRIEVANCE PROCEDURE

A. A grievance, as used herein, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement.

B. No settlement of a grievance shall contravene the provisions of this Agreement.

C. A day, as used herein, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

D. An aggrieved person must verbally present his grievance to the Chief of Police within 10 days of the occurrence of the event giving rise to the grievance. The Chief of Police shall attempt to adjust the matter within 3 days by meeting with the aggrieved person, and shall render his decision in writing, with copies to the Township Committee and the President of the Association.

E. If the aggrieved person is not satisfied with the decision required in Paragraph D, or if no decision is rendered within the 3 day period, it shall be reduced to writing by the aggrieved person and presented to the Township Committee within 10 days after the decision is rendered or after the expiration of the three day period, if no decision is rendered. The written grievance shall be dated and signed



by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the Chief of Police and upon the President of the Association. The Township Committee shall meet with the aggrieved person and any representative of the Association he shall designate in an attempt to adjust the matter within 30 days, and shall render its decision in writing, with copies to the aggrieved person, the President of the Association and the Chief of Police.

F. If a grievance is not appealed within the time limits hereinabove described, it shall be deemed settled.

#### ARTICLE XXI

##### SALARY COMPENSATION PLAN

A. It is agreed that during the terms of this Agreement for the period January 1, 1978 through December 31, 1979, the following salaries shall be provided to eligible employees, consistent with the conditions set forth herein:

Patrolmen	<u>1978</u>	<u>1979</u>
0-1 year	\$ 9,800.00	\$10,950.00
1-2 years	10,500.00	11,650.00
2-3 years	11,500.00	12,650.00
3 + years	12,500.00	13,650.00
Detective	13,000.00	14,150.00
Sergeant	13,500.00	14,650.00
Dispatchers		
0-1 year	6,000.00	7,150.00
1-2 years	7,000.00	8,150.00
2 + years	8,000.00	9,150.00

B. The Township agrees that all regular bi-weekly pay checks be accompanied by a current statement of earnings and deductions and cumulative year-to-date earnings and tax withholdings.

C. Salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.

#### ARTICLE XXII

#### INSURANCE

The Township will provide each member of the EPA, spouse and children (as applicable), on a non-contributory basis:

1. Blue Cross - Comprehensive extended
2. Blue Shield
3. Extended Benefit (Rider "J")
4. Major medical
5. A term life insurance policy for \$25,000 for job related death.

#### ARTICLE XXIII

#### TERM OF AGREEMENT

The effective date of this Agreement shall be retro-active to January 1, 1978, and shall expire on December 31, 1979, at midnight.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 31<sup>st</sup> day of November, 1978.

EASTAMPTON PATROLMEN'S  
ASSOCIATION

[Signature]  
[Signature]  
[Signature]

TOWNSHIP OF EASTAMPTON

By: [Signature]  
MICHAEL FEINBERG, MAYOR

ATTEST:

By: [Signature]  
NANCY MUCCOLINI, CLERK