

2549

**CONTRACT BETWEEN THE TOWNSHIP OF EASTAMPTON AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, DISTRICT COUNCIL 71, COVERING JANUARY 1, 1995 THROUGH
DECEMBER 31, 1997**

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PREAMBLE

This agreement entered into by the Township of Eastampton, 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 the difference and the establishment of rates of pay, hours of work and other conditions of employment, and represents the complete and final understanding of all bargainable issues between the Township and the Union.

ARTICLE I RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative regarding negotiated terms and conditions of employment for the following classes of employees:

Court Administrator
Chief Financial Officer*
Construction Official
Technical Assistant to the Construction Office
Treasurer
Electrical Sub-Code Official
Plumbing Sub-Code Official
Fire Sub-Code Official
Welfare Director
Land Use Coordinator
Public Works Foreman
Administrative Assistant-Police
Secretary
Building Custodian
Administrative Officer*
Tax Collector
Tax Collector's Clerk
Tax Assessor
Tax Assessor's Clerk
Deputy Court Administrator
Public Works Laborer I
Public Works Laborer II
Police Clerk

***In so far as the individual does not hold a management position with the Township.**

Any future positions in categories not set forth above shall automatically be included in the unit represented by the Union, excluding managerial executives, supervisors, confidential employees, temporary, part-time, seasonal and professional and craft employees as defined by the PERC Act. Permanent part-time shall mean 12 hours per week on a scheduled, regular basis. It is expressly understood that any current or future employee who is seasonal or temporary, or who works less than 8 hours per week on a regular part time basis, shall be excluded from the unit represented by the Union. Any employee who work 8 or more hours per week but less than 12 hours per week on a regular part time basis shall have the option to join the Union. If the employee joins the Union, he shall be subject to the relevant Union dues schedule. If the employee chooses not to join the Union, he shall not be a part of nor be represented by the Union, nor be subject to any Union dues or any portion thereof.

Probationary period is defined as that interval of time an employee performs job responsibilities, wherein he/she is evaluated for continued employment with the Township, as a regular employee. Said period will be 6 months. Said employee, upon successful completion shall have a starting date, effective his/her first day of employment as 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 as a regular employee

ARTICLE II CHECK OFF

Section 1: The employer agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions 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 provision of applicable statutes as presently exist, or as may be amended.

Section 2: Any employee on the bargaining unit of the effective date of this agreement who does not join the Union within ninety (90) days thereafter, any new member who does not join within ninety (90) days of initial employment within the unit 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 85% 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 Union dues, fees and assessments, upon annual review that is based on a published per capita assessment-- i.e. once per calendar year.

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.

Section 3: The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising such changed deduction.

Any employee who is transferred to a job classification which is not within the bargaining unit, herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.

ARTICLE III GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the provisions of this agreement.

Section 2: Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the Department.

Section 3: With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application, or violation of the provisions contained in this agreement.

Section 4: The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The employee shall take up the grievance or dispute in writing to the Township Manager within ten (10) working days of its occurrence, or knowledge thereof. The Township Manager shall try to adjust the matter and shall respond to the employee or steward, in writing, within 10 working days of submission.

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

STEP THREE: The Employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

Section 5: Failure to meet strictly the timelines for processing a grievance, except for the case when both parties mutually agree to an extension of said timelines, creates a conclusive presumption that the grievance has been dropped.

ARBITRATION PROCEDURE

The Union and the Employer agree to use the services of the New Jersey Public Employees Relations Commission (hereinafter referred to as "PERC").

A request shall be made by the Union to PERC for the latter to submit a roster of persons to the Union and the Employer qualified to function as an arbitrator in the dispute in question.

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.

The arbitrator shall limit himself to the issue submitted to him and shall add nothing to, nor subtract anything from the agreement.

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.

The arbitrator shall be directed to issue his/her decision within twenty (20) days after the conclusion of testimony and argument, unless the arbitrator requests more time. The recommendations of the arbitrator shall be binding, and will be accepted by both parties.

The costs of arbitration shall be paid jointly by the parties, each paying one-half (1/2) thereof.

All other costs shall be paid by party incurring them.

ARTICLE IV EMPLOYEE RIGHTS

Section 1: An employee shall be entitled to Union representation at each every step of the grievance procedure set forth in this agreement (RE: Article III).

Section 2: An employee shall be entitled to Union representation at each and every step of a disciplinary hearing.

Section 3: No recording devices or stenographer of any kind shall be used during any meeting-- except for meetings where quorum of Township Council exists, pursuant to the Open Public Meetings Act-- unless both the Union and Employer agree to their use, prior to such meeting, in writing.

Section 4: 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

Section 1: The Township of Eastampton 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 legislative and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by Township.

2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3) To make, maintain and amend such reasonable rules and regulations as the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees to require compliance by the employees.

4) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.

6) To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7) To utilize supervisors and/or management as "white collar" employees as that term is used in this Agreement when the employees are temporarily absent due to sickness, injury, lunch, vacation or other type of leave, or any other emergency circumstances.

Section 2: The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Township. The Township will notify the Union within three (3) working days of the decision to make the change.

Section 3: 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 judgement 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 Constitutions and laws and administrative codes of New Jersey and of the United States.

Section 4: 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.

Section 5: The Township reserves the right to contract with outside persons or firms to do work which might otherwise be performed by Township employees in cases when manpower needs render same necessary in order to meet time requirements and deadlines.

Section 6: The Township reserves the right to contract with outside persons or firms to do work which might otherwise be performed by Township employees. The Township will notify the Union of its intent to contract with outside persons or firms. The Township will give the Union the opportunity to submit a bid for the relevant work, subject to the same requirements that apply to all prospective bidders.

In the event the Township chooses to contract with outside persons or firms to do work pursuant to Section 6, the Township will share with the Union information that led to such decision (e.g. cost differentials, budgetary needs, etc.)

ARTICLE VI SENIORITY

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with his/her most recent date of hire.

Section 2: If hired prior to the effective date of this agreement, seniority among such employees shall be determined by the order in which such employees were hired on a permanent basis, as shown on the employer's records. For employees hired on the same date, subsequent to the effective date of this agreement, seniority will be determined by the alphabetical order of the employee's last names.

Section 3: 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.

Section 4: The employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to his/her ability).

Section 5: 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

Section 1: It is impossible to outline every aspect of behavior that is or is not appropriate for public employees. All employees are expected to maintain high standards of ethical and other personal conduct and to maintain a respect for the importance of people. The following may be causes for disciplinary action up to removal:

- 1) Neglect of Duty.
- 2) Incompetence or inefficiency.
- 3) Insubordination.
- 4) Intoxication on duty.
- 5) Chronic or excessive absenteeism.
- 6) Disorderly or immoral conduct.
- 7) The conviction of any criminal act or offense.
- 8) Negligence of or willful damage to public property.
- 9) Punching another employee's time card or attempting to induce another employee to commit this offense.

Section 2: In imposing disciplinary action, the Township shall not be strictly bound by the principles of progressive discipline. However, as a general guideline, and in the absence of behavior which would merit major disciplinary action, the following progression will be considered by the Township in administering discipline: 1) Oral reprimand, 2) Written reprimand/warning, 3) Minor disciplinary action, 4) Major disciplinary action (suspension without pay for 5 working days or more and terminations).

Section 3: Any employee subject to major disciplinary action shall have the right to appeal any discipline through the grievance procedure set forth in this agreement. "Major disciplinary action" shall be limited to suspension without pay of five (5) working days or more and terminations.

ARTICLE VIII JOB POSTING

Section 1: Any vacancies or newly created permanent positions in the Township will be posted prominently for six (6) working days. The posting shall include the position and the same description as listed in the newspaper with the same deadlines for submission of applications.

Section 2: The employer will post prominently for seven (7) working days the name of the individual selected for promotion, vacancies or reassignment.

Section 3: The employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to his/her ability), subject to the recognition that the replacement of any vacancies and the filling of any new position is a management prerogative solely within the discretion of the employer. For people of equal ability, seniority will be the tie-breaking consideration.

ARTICLE IX OVERTIME

Section 1: A normal work week for a full time hourly employee shall consist of 35 hours of work at straight time pay, exclusive of a daily lunch break of one hour. 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, at the discretion of the Township. A normal work week for a salaried employee shall consist of 40 hours per week, inclusive of a daily lunch break of one hour.

Section 2: Overtime hours worked in excess of 40 hours per week will be paid at or given compensatory time at the rate of time and one-half, at the discretion of the Township. (Time worked in excess of 35 hours up to 40 hours per week will be paid at the regular rate.)

Section 3: No overtime work shall be performed or paid, unless such work was authorized by the Township Manager or his/her designee.

Section 4: In the event an employee receives overtime compensation in compensatory time off, said time off must be taken within (30) calendar days after the overtime work was performed.

Section 5: The employer shall provide to the Union, upon reasonable request, a list of employees showing overtime worked.

Section 6: Overtime shall be paid once a month, within a separate check. Overtime logged up to the 26th of the month will be included in the first pay check of the month immediately following. Overtime logged after the 26th of the month will be included in the first paycheck of the next-- i.e. the second-- month following. (e.g. If logged on September 27, overtime will be included in the first paycheck of November.)

Section 7: An employee must work the work day before and the work day after the holiday for the holiday to be counted in the computation of overtime pay.

Section 8: It is expressly understood that pay for additional hours worked to expedite winter weather or other Public Works related emergency operations shall not exceed a pre-budgeted figure of \$1500 in any given calendar year.

CALL-IN-TIME

Section 1: Any employee who physically returns to work during a period other than his/her regularly scheduled shift, shall be guaranteed comp time or pay for two (2) hours at the appropriate rate of pay, subject to the discretion of the Township.

Section 2: If the call-in period exceeds two (2) hours, the additional time will be at the appropriate rate.

ARTICLE X HOURS OF WORK

Section 1: The regularly scheduled full-time work week for hourly employees shall consist of thirty-five (35) hours per week, exclusive of one lunch hour per day. The regularly scheduled full-time work week for salaried employees shall consist of forty (40) hours per week, inclusive of one lunch hour per day.

Section 2: In the absence of an emergency, the employer shall provide up to ten (10) days advance notice to any employee whose schedule is being modified.

Section 3: All employees not working the standard 8:30 AM to 4:30 PM day will have written authority of the Township Manager.

Section 4: One hour lunch period will be taken between 11:30 AM and 2:30 PM unless by written authority of the Township Manager. Lunch hours must be staggered so that all offices remain open.

Section 5: No shift shall be modified or changed by the Township to avoid payment under the Fair Labor Standards Act.

Section 6: Any employee working less than 35 hours per week shall be deemed to be a part time employee.

ARTICLE XI UNION VISITATION/BUSINESS

Section 1: Prior to visitation, except for cases of emergency (an emergency being a situation that is life threatening or conducive to bodily harm), the Union will notify the Township in writing no less than 3 days prior to the date of scheduled visit. In cases of emergency, the Union will notify the Township Manager via telephone of the impending visit.

Section 2: AFSCME Council 71 and/or International Union Representatives, when arriving on the Employer's premises, shall first announce his/her presence to the Township Manager. The Township Manager shall grant a reasonable amount of time for the visitation.

Section 3: The Steward or his/her designee shall be permitted up to seven (7) hours per calendar year 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.

Section 4: All other matters will be handled on employees' time.

SECTION XII SICK LEAVE

Section 1: Permanent (i.e. one hired on a permanent basis after completion of her probationary period) 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 and up to but not exceeding ten (10) sick days. Thereafter, all full time employees shall be entitled to (10) ten paid sick days per year.
2. Permanent (i.e. one hired on a permanent basis after completion of her probationary period) part time employees who work twenty (20) hours or more per week shall be entitled to one half (1/2) day of paid sick leave for each month worked during the remainder of the first year up to but not exceeding a total of five (5) sick days. Thereafter, each part time employee shall be entitled to five (5) paid sick days per year.
3. Part time employees who work less than twenty (20) hours per week shall not be entitled to sick leave with pay.

Section 2: An employee may use sick leave time in accordance with the Family Medical Leave Act with definition of family as a resident within the home and/or your parents outside the home. Cumulative sick leave as defined in Section 5 below is for employees only.

Section 3: If an employee is absent for three (3) consecutive work days for reasons of illness the Township shall 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.

Section 4: Sick leave by reason of quarantine or exposure to contagious or communicable disease may be approved on the certificate of the Local Department of Health.

Section 5: The following incentive program will be for full time employees (i.e. 35 hours worked per week):

Bonus for: 0 sick days used in one full calendar year = \$200
not more than 2 sick days used in one full calendar year = \$100

To allow time with respect to verification of employee records and processing, bonuses will be paid within the first month of the year immediately following the year in which they were earned.

Sick leave bank: Full time employees can accumulate up to five (5) days per year up to 20 additional sick days (i.e. to a total of 30, given the base number of ten (10) days per year allotted). In order to use stored sick days, one must be employed by the Township on a full time basis for at least 5 years.

Notes: a) Receipt of an above described bonus within this section does not preclude one from qualifying for the "sick leave bank" benefit.

ARTICLE XIII BEREAVEMENT LEAVE

Section 1: All full time employees shall be permitted leave with pay, for up to five (5) days, 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, grandparents, grandchildren, daughter-in-law and son-in-law.

Section 2: One day leave for the deaths of an aunt, uncle or brother-in-law or sister-in-law.

Section 3: All part time employees of 20 hours or more shall be entitled to one half (1/2) the allotted time of full time employees.

ARTICLE XIV INSURANCE COVERAGE
HOSPITALIZATION/MEDICAL INSURANCE

Section 1: All full time employees will maintain the current benefits, *or the equivalent*, of medical with family coverage.

Section 2: All part time employees of 20 hours or more will have full *individual* coverage.

Section 3: If an employee chooses not to be enrolled in any of the above plans, said employee shall be entitled to receive:

\$1000 allotment for full time employee

\$500 allotment for part time employee of 20 hours or more per week

Allotment will be paid at end of the calendar year.

If an employee chooses not to participate in coverage, he/she must provide proof of additional coverage outside of their employment.

Section 4: An employee can be enrolled after not having been enrolled in a health plan if she so chooses; however, said employee is not entitled to the above referenced allotment (see Section 3) if she is covered by the insurance for any amount of time during the calendar year. Furthermore, upon submitting the necessary paperwork for application to a health plan, an employee will experience a lag period of approximately 30 to 60 days prior to actually being enrolled in the plan, should the application be approved. (If the State Health Benefits Plan receives the application by the 5th of the month, an approved employee will be enrolled as of the beginning of the following month.)

ARTICLE XV INJURY ON THE JOB, WORKMAN'S COMP

Section 1: 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.

Section 2: Employees disabled with job related injuries and unable to work shall utilize remaining sick leave prior to receiving worker's compensation checks from the Township's insurance carrier for time not worked. The employee shall also have the option, subject to the approval of the Township, to utilize remaining vacation time and personal days and, when appropriate, the floating holiday. 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 the physician of the Township's choosing. When said physician determines that an employee may return to work, the worker's compensation payments will be discontinued.

ARTICLE XVI EMPLOYEE'S EXPENSES

Section 1: All employees shall be compensated at the rate of 26.5 cents per mile for the use of their vehicle on Township business, as preapproved by the Township Manager.

ARTICLE XVII JURY DUTY

Section 1: 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, 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.

Section 2: Part time employees of 20 hours or more shall be pro-rated at one half (1/2) the allotted time.

ARTICLE XVIII HOLIDAYS/PERSONAL DAYS

Section 1: The following holidays, with pay, shall be observed by the Township of Eastampton:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday*

*The Floating Holiday shall be taken upon the approval of the Township Manager.

Section 2: Full time employees shall be awarded personal days according to the following schedule:

Year of Service	Number of Personal Days in a Calendar Year
1st	None
2nd through 4th	1
5th through 14th	2
15th +	3

Section 3: 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 cases of proven (i.e. substantiated by a physician's note) illness, injury, absence with the approval of the Township Manager or while on vacation.

Section 4: 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, except for New Year's Day which, when occurring on a Saturday, will be observed on the following Monday. If Christmas Eve Day falls on a Sunday, that holiday will be observed on the next working day, i.e. Tuesday.

Section 5: New employees who have not completed thirty (30) calendar days of service shall not be entitled to holiday pay.

Section 6: Any employee working on a holiday shall be paid double time, i.e. 2 x their hourly rate.

ARTICLE XIX VACATION LEAVE

Section 1: All permanent employees 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. 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 (1) full year of service-- allow two (2) days after the first six months and one (1) additional day after each additional two months for a total of five (5) days.
2. One (1) through five (5) full years of service: Ten (10) days vacation.
3. Six (6) through ten (10) full years of service: Twelve (12) days vacation.
4. Eleven (11) through fifteen (15) full years of service: Fifteen (15) vacation days.
5. Sixteen (16) full years of service: Sixteen (16) vacation days.
6. Seventeen (17) full years of service: Seventeen (17) vacation days.
7. Eighteen (18) full years of service: Eighteen (18) vacation days.
8. Nineteen (19) full years of service: Nineteen (19) vacation days.
9. Twenty (20) or more full years of service: Twenty (20) vacation days.

Section 2: Permanent part time employees working 20 or more hours per week shall be entitled to paid vacation in the amount of their scheduled number of hours for one week. e.g. An employee who works 20 hours per week shall be granted 20 hours paid vacation; an employee who works 30 hours per week shall be granted 30 hours paid vacation, etc.

Section 3: All vacation leave 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. If the Township disallows vacation because of a staffing need, vacation may be carried over to the next year, to be utilized at the earliest possible time, subject to the approval of the Township.

Section 4: 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 pro rated according to the period of time worked.

Section 5: Temporary employees are not eligible for vacation benefits.

Section 6: Requests for vacation leave shall be submitted on the proper form to the Township Manager for approval. Note the following notice schedule shall apply to all requests:

- 1) Requests for two days or less vacation time must be submitted at least 48 hours in advance of the requested dates off.
- 2) Requests for more than two days up to four days must be submitted at least one week in advance.
- 3) Requests for more than four days must be submitted at least one month in advance.
- 4) Vacation selection is subject to the approval by the Township Manager.

Section 7: For all employees hired *after* the date of approval of this contract, the following shall apply to the calculation of one's years of service:

If hired on or before June 30, the present calendar year shall be considered the employee's first year. If hired after June 30, the following year shall be considered the employee's first year.

The following is a schedule of existing employees within the bargaining unit who receive vacation with associated dates of hire and remaining vacation days from 1994 cycles, if any:

<u>EMPLOYEE*</u>	<u>REMAINING DAYS</u>	<u>DATE OF HIRE*</u>
Fred Edwards	See below	9-19-94
Eileen Hartman	10	7-19-93
Doris La Vacca	10	8-9-93
Tracey Mackner	-	1-18-93
Richard Parks	0	1-2-90
Patricia Pincus	See below	2-14-72
Sharon Poinsett	See below	2-9-93
Judy Taylor	See below	5-1-75
Ray Verner	0	4-14-93
Brian Wortham	See below	12-5-94
Tammy White	See below	3-22-95
Tracey Mackner	See below	1-20-93
Carol Hall	See below	4-18-95

*Only employees eligible for vacation time, pursuant to this agreement, are listed; date of hire pertains to when employee was hired to fill the eligible position.

1995 Vacation Schedule (Transition to Calendar Year)

Note, total remaining days are calculated as of 5-2-95.

Eileen Hartman:	$10+4.5=14.5$ (10 unused from 1994 cycle + 45% x 10 days)
Doris La Vacca:	$10+4=14$ (10 unused from 1994 cycle + 40% x 10 days)
Tammy White:	$0+4=4$ (80% x 5 days)
Patricia Pincus:	$0+18=18$ (90% x 20 days)
Sharon Poinsett:	$0+9=9$ (90% x 10 days)
Judy Taylor:	20 (employee was <i>already on</i> a calendar year cycle)
Ray Verner:	$0+3.5=3.5$ (70% x 5 days)
Rich Parks:	$0+12=12$ (100% x 12 days)
Brian Wortham:	$.5+5=5.5$ (10% x 5 for 1994 leftover + 5 days)
Fred Edwards:	$1.5+5=6.5$ (30% x 5 for 1994 leftover + 5 days)
Tracey Mackner	25 hours (based on avg # hrs per week)
Carol Hall	30 hours (based on avg # hrs per week)

In calendar year 1996 and beyond, the ordinary vacation schedule shall apply.

ARTICLE XX COMPENSATORY TIME

Section 1: Compensatory time is time off during regular work hours in an amount equal to time worked after regular hours, for example (but not limited) to overtime. The amount of compensation time and when taken, except as otherwise provided by law, shall be approved by the Township Manager.

Section 2: Compensation time for time worked in excess of 40 hours worked in one week shall be issued at 1.5 times the regular rate, provided said time worked was authorized by the Township Manager (see **ARTICLE IX OVERTIME**).

ARTICLE XXI NON-DISCRIMINATION

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

ARTICLE XXII TERMINATION PAY

Upon severance from employment by the Township, individual members of this union shall receive termination pay, composed of the following:

- a. Weekly based pay prorated to days or portion thereof, actually worked.
- b. Pay earned and unpaid for overtime.
- c. Full days of annual vacation leave earned and credited and not utilized as last day worked prior to the date on which severance takes place.
- d. Permanent part time employees shall receive all of the above provisions on a pro rata basis.

ARTICLE XXIII SALARY COMPENSATION

Section 1: All newly hired employees shall be paid in accordance with the salary ranges established in this contract.

Section 2: Any employee promoted to a position will receive the minimum salary of the range for that position.

In the event the minimum salary is less than the employee's base salary prior to promotion, the promoted employee will continue to receive (at least) her existing salary, i.e. the employee will not take a "pay cut" upon being promoted.

Section 3: In the event an employee reaches his/her maximum salary, said employee will receive the negotiated increases for the current calendar year.

Section 4: All existing members of the AFSCME bargaining unit shall receive pay raises in the form of the following schedule:

Effective January 1, 1995:

<u>Name</u>	<u>Title</u>	<u>Salary/Wage</u>
K. McMahon	Tx Ass Clk	\$8.50 per hr
L. Craig	Bldg Cust	\$8.35 per hr
R. Verner	Const Code Off	\$25,750 per yr
S. Poinsett	Mun Ct Admin	\$22,200 per yr
N. Reid	Dep Ct Admin	\$9.00 per hr
T. Layou	Fire Subcode Off	\$5,483 per yr
T. Mackner	Land Use Coord	\$16,100 per yr
J. Rubin	Plmb Subcode Off	\$7,315 per yr
R. Parks	Pub Wks Foreman	\$24,500 per yr
F. Edwards	Pub Wks Laborer	\$15,500 per yr
B. Wortham	Pub Wks Laborer	\$15,000 per yr
J. Taylor	Adm Asst-Police	\$29,000 per yr
T. White	Secretary	\$15,000 per yr
P. Pincus	Tax Collector	\$27,000 per yr
E. Hartman	Tech Asst to CCO	\$20,810 per yr
D. La Vacca	Treasurer	\$24,600 per yr

Effective upon successful completion of the employee's probationary period:

C. Hall	Police Clerk	\$8.00 per hr
C. Cassidy	Tx Col Clk	\$7.50 per hr

Effective January 1, 1996: 4%

Effective January 1, 1997: 4.2%

Section 5: Authorized hiring ranges for AFSCME unit positions shall be as listed in Appendix A attached to the back of this document.

ARTICLE XXIV HEALTH BENEFITS

The Township will provide each full time permanent employee and their spouse and children with a choice of the health plans offered through the State of New Jersey Health Benefits Plan, or the equivalent. Again, "full time" is defined as any hourly employee who works 35 hours per week exclusive of a daily one hour lunch break and any salaried employee who works 40 hours per week inclusive of a daily one hour lunch break.

Any employee working 20 hours or more as a permanent part time employee shall receive full coverage for herself. The employee, at her option, may elect to pay for the full additional cost of the coverage for her spouse and/or children.



ARTICLE XXV TERM OF AGREEMENT

Section 1: 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 subject herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.

Section 2: Further, if no agreement is reached before December 31, 1997, for the next contract term, the terms of this Agreement shall remain in force until such time as the next Agreement is signed.

**AMERICAN FEDERATION OF STATE, TOWNSHIP OF EASTAMPTON
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

[Signature]
Local 3827B

July 13, 1995
Date

Maria K. Potten

July 18, 1995
Date

Mrs. M. M. [Signature]
Council 71

July 13, 1995
Date

James Bayles

July 16, 1995
Date

Judith C. [Signature]
July 13, 1995

David P. [Signature]
July 18, 1995

Nancy J. Reed
July 13, 1995

APPENDIX A: AUTHORIZED HIRING RANGES OF COMPENSATION

<u>Title</u>	<u>Salary/Wage Range</u>
<i>Tx Ass Clk</i>	<i>\$7.00 - \$8.67 per hr</i>
<i>Bldg Cust</i>	<i>\$7.50 - \$9.05 per hr</i>
<i>Const Code Off</i>	<i>\$25,000 - \$27,913 per yr (25 hrs/wk)</i>
<i>Mun Ct Admin</i>	<i>\$19,500 - \$24,065 per yr</i>
<i>Dep Ct Admin</i>	<i>\$8.00 - \$9.76 per hr</i>
<i>Fire Subcode Off</i>	<i>\$4,962 - \$5,944 per yr (8-12 hrs/wk)</i>
<i>Land Use Coord</i>	<i>\$14,500 - 17,452 per yr (25 hrs/wk)</i>
<i>Plmb Subcode Off</i>	<i>\$6,615 - \$7,929 per yr (8-12 hrs/wk)</i>
<i>Pub Wks Foreman</i>	<i>\$16,900 - \$26,558 per yr</i>
<i>Pub Wks Laborer</i>	<i>\$14,000 - \$16,802 per yr</i>
<i>Adm Asst-Police</i>	<i>\$20,000 - \$31,436 per yr</i>
<i>Secretary</i>	<i>\$14,000 - \$17,073 per yr</i>
<i>Tax Collector</i>	<i>\$23,175 - \$29,268 per yr</i>
<i>Tech Asst to CCO</i>	<i>\$18,000 - \$22,558 per yr</i>
<i>Treasurer</i>	<i>\$21,000 - \$26,667 per yr</i>
<i>Police Clerk</i>	<i>\$7.00 - \$8.67 per hr</i>
<i>Tx Col Clk</i>	<i>\$7.00 - \$8.67 per hr</i>