

Contract no. 1200

**COLLECTIVE NEGOTIATIONS
AGREEMENT**

by and between

**TOWNSHIP OF EASTAMPTON
BURLINGTON COUNTY
NEW JERSEY**

and

EASTAMPTON PATROLMAN'S ASSOCIATION

for

JANUARY 1, 1991

to

DECEMBER 31, 1992

**DYER &
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PREAMBLE

THIS AGREEMENT, made and entered into by and between the TOWNSHIP OF EASTAMPTON, hereinafter referred to as the "Townshp"; and the EASTAMPTON TOWNSHIP PATROLMAN'S ASSOCIATION, hereinafter referred to as the "EPA", has as its purpose the promotion of harmonious employee relations between the Townshp and the EPA, in the best interests of the residents of Eastampton, the estalishment of an equitable, orderly and peaceful procedure for the resolution of differences and 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

The Township hereby recognizes the EPA as the exclusive collective negotiations agent for all police officers, detectives, communications officers (as required by law), police sergeants, excluding administrative personnel lieutenants, and the Chief of Police, employed full-time and part-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 of 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 hereby 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 the 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 if possible 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 negotiation meetings with the Township if designated as a member of the negotiation 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 collective negotiation contract, with twenty-four (24) hours' notice to the Chief of Police, 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 in 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 8:00 a.m. to 4:00 p.m. shift, when it is not other wise 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, National Guard, United States 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 eighteen (18) months 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.

No person shall be required to take a leave of absence without his written consent made in the presence of an 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 leaves 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}~~LINE~~ OF DUTY

The Township will provide insurance coverage to render weekly payments to an employee injured in the line of duty and temporarily disabled thereby in an amount equivalent to ninety percent (90%) of such employee's weekly pay for a disablement period of up to 104 weeks, provided said employee is entitled to Workmen's Compensation. Any employee so paid agrees to make application immediately following such injury for Workmen's Compensation temporary disability benefits for such injury and to reimburse the Township for such weekly payments upon the actual receipt of such Workmen's compensation benefits by such employee by endorsing and delivering to the Township benefit checks immediately upon receipt thereof. Any employee

injured in the line of duty and temporarily disabled thereby and not entitled to workmen's compensation, shall receive up to three (3) days pay, said three (3) days pay not being considered sick pay.

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 (5).

B. Thereafter ten (10) days in each year worked.

All sick leave shall be cumulated 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 or her on the effective date of his or 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.

C. Sick leave may be "bought back" by the Township pursuant to the following "buy-back" plan:

1. New employees shall sell back to the Township any and all sick days over eighty (80) days at the rate above established in Section B.

2. Present employees shall have the option to "sell back" accumulated sick leave in excess of eighty (80) days to the Township in accordance with the above established rates.

~~The buy-back plan is terminated.~~

NLS
12/11/91

JAH/m
12/23/91

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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 (3) or more consecutive sick days are used.

ARTICLE IX

PERSONAL LEAVE

The Township will permit each member of the EPA three (3) personal leave days per year with pay. The request for such leave shall be made to the chief of Police at least three (3) 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 the 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. Additional days may be obtained upon approval of the Chief of Police. 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, brother, sister, 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) consecutive days if the spouse is survived by a minor child, or ten (10) consecutive 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) additional days for travel time.

ARTICLE XI

WORK WEEK AND CONDITIONS

1. The rotating system under which EPA members work shifts shall not be permanently changed by the township without consultation with the EPA at least sixteen (16) days prior to the effectuation of any change. The purpose of said consultation is to allow the EPA an 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. The Township recognizes the following work schedules:

A. 12 hour shifts during the hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m.

The Township will make every effort to give the individual EPA members twelve (12) hours off time from duty between the above described shifts.

B. A member of the EPA required to work in excess of twelve (12) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of twelve (12) hours to the nearest quarter of an hour.

C. The Township shall give individual EPA members two (2) days off time from duty between the first two work cycles and three days off time from duty following the third work cycle. However, a member of the EPA required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

1. 8.5 hour shifts during the hours of 7:30 a.m. to 4:00 p.m., 3:30 p.m. to midnight and 11:30 p.m. to 8:00 a.m.

The Township will make every effort to give the individual EPA members fifteen and one-half (15.5) hours off time from duty between the above described shifts.

A member of the EPA required to work in excess of eight and one-half (8.5) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of eight and one-half (8.5) hours to the nearest quarter of an hour.

The Township shall give individual EPA members two (2) days off time from duty between work cycles. However, a member of the EPA required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

2. 8 hour shifts during the hours of 9:00 a.m. to 5:00 p.m.

The Township will make every effort to give the individual EPA members sixteen (16) hours off time between the above described shifts.

A member of the EPA required to work in excess of eight (8) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of eight (8) hours to the nearest quarter of an hour.

The Township shall give individual EPA members two (2) days off time from duty between work cycles. However, a member of the EPA required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

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

A. Overtime will be paid in accordance with present practice and in the determination of the Chief of Police.

3. Where conditions permit and where the departmental efficiency shall not be adversely affected, a rest period shall be provided in accordance with the following schedule:

A. 12 hour shift- one sixty (60) minute rest period and one thirty (30) minute rest period not to be taken in succession, unless otherwise approved by the Chief of Police.

B. 8.5 hour shift- one sixty (60) minute rest period.

C. 8 hour shift- one sixty minute rest period.

Any rest period interrupted by calls shall not cause the Township to make payment for such time not utilized.

4. Any member of the EPA who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours at one and one-half (1.5) times his/her base pay.

5. The Township shall supply a wall-type locker in good working condition for the use of each EPA member.

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

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

ARTICLE XII

PERFORMANCE REVIEW

In order that the Township may recognize members of the EPA for outstanding achievement as set forth in Paragraph 7, individual initiative and demonstrated excellence in job performance, the Township will develop, administer and maintain a Performance Review Procedure. In connection with performance review, there is established a Merit Pay Plan.

The Merit Pay Plan will consist of a bonus to be offered at the discretion of the Chief of Police. It will be awarded on a semi-annual basis in the amount of \$200.00. However, bonuses will be due, owing and paid, when appropriate, in a lump sum on or about December 1 of each calendar year.

Merit pay will be determined exclusively by a member's overall job performance, with bonuses being awarded only to those members qualifying for same under the evaluation system established below:

1. Members of the EPA will be formally evaluated on April 1 and October 1 of each calendar year by their immediate supervisor with concurrence or non-concurrence or of his immediate supervisor. The only exception to this will be personnel appointed or assigned to the investigative bureau. These members will be evaluated by the highest ranking supervisor of field operations. Within fourteen (14) days of the aforementioned evaluation dates, the immediate supervisor will review the evaluations with the member concerned. The evaluations will then be forwarded in a timely fashion (not to exceed three (3) working days) to the Chief of Police.
2. For all evaluations, the immediate supervisor will provide the member with a developmental plan.
3. Should a member disagree with the immediate supervisor's evaluation, and the evaluation indicates the member did not satisfy minimum requirements of the criteria, said minimum requirements being set forth in Paragraph 7, the aggrieved member may request, a hearing before the Chief of Police.
4. Within seven (7) days of receiving the request for a hearing, the Chief of Police will meet

jointly with the immediate supervisor and the member during which time the member may seek an explanation of the evaluation and/or present information to alter it; however, time expended for this purpose will be considered as time worked where any part of the evaluation is altered in favor of the member. The Chief of Police will examine the information adduced and render his decision, in writing, within three (3) working days.

5. Before the Chief of Police may change a favorable evaluation, he will first consult the immediate supervisor to solicit clarification of the rating. Should the rating remain unsubstantiated and the Chief of Police alters the evaluation, he will provide both the immediate supervisor and member with specific reasons for the modified rating and suggest remedial action that may be undertaken to correct the deficiency.

6. Members of the EPA will be rated, as performing in an Outstanding, competent, Some Improvement Needed or Unsatisfactory manner. These classifications shall have the following meanings:

(a) **Outstanding.** - The quality of performance excels that required for the position.

It denotes the highest quality performance of duty and professional competence. It represents

effectiveness and capacity rarely seen in the rated man's grade and experience level. Factual evidence must be presented to support his rating.

(b) **Competent** - The work performance is consistently up to or somewhat above the requirements of the positions. It is of such noticeable and obvious nature that it stands out when the man's performance is viewed as a whole.

(c) **Some Improvement Needed** - This rating indicates that a part of the work performance is below the required performance for the position, and it is reasonable to expect the officer will bring performance up to acceptable standards. Factual evidence must be presented to support this rating.

(d) **Unsatisfactory** - A substantial part of the work performance is inadequate and definitely inferior to the performance required for the position. Factual evidence must be presented to support this rating.

7. To qualify for merit pay, a member must achieve a rating of Outstanding for those factors considered

a requisite to the performance of police duties;

these include:

- a. Public Contact
- b. Interpersonal Relationships
- c. Knowledge of Work
- d. Work Judgments
- e. Quality of Work
- f. Volume of Acceptable Work
- g. Initiative

8. In recognition of those employees having received a commendation for "Heroism" or "performance above and beyond the call of duty", such member will be eligible for participation in the merit pay plan (during the evaluation period to which it relates) regardless of overall performance.

9. Those members eligible for promotion or under consideration for promotion will have prepared by their supervisors a performance evaluation report indicating their potential for promotion to the next higher grade. These evaluation reports will become part of the member's promotion package for use in the selection process.

ARTICLE XIII

HOLIDAYS

The Township shall recognize the below listed days as being holidays. Members of the EPA working on said holiday(s) shall be paid at the rate of one and one-half (1.5) times his/her base pay in addition to their base pay. All other members of the EPA shall be paid for said holiday(s) at their base pay.

New Years Day

President's Day

Easter

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve

Christmas Day

Floating Holiday

Any other holidays as shall be declared by the Township Council excluding, if any, holidays set forth in the personnel policy for other municipal employees.

The floating holiday will be chosen by the individual EPA member and submitted in writing to the Chief of Police at least seven (7) days prior to the day desired. The

Chief of Police shall approve all floating holidays. Specific Floating Holidays will be denied if in the Chief of Police's opinion said holiday will impair the police functions.

ARTICLE XIV

VACATIONS

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

Years of Employment

Amount of Leave

0 through 1 year

During the first calendar year of any portion thereof, one day per month will be earned to be used in the second calendar year. For example, if a person is hired on October 1, he will be entitled to 3 vacation days to be taken in the following calendar year. The schedule will be earned and leave granted in the same manner.

2 through 4 years

12 days

5 through 10 years

17 days

11 through 15 years

20 days

16 + years

22 days

2. Annual leave shall not accumulate from year to year. Annual vacation leave shall be credited to the members of the EPA, except for any period during which a member may be suspended from employment for cause, on the first day of each calendar month following the calendar month for which earned and will accumulate as it so becomes due, and may thereafter be utilized by the employee at any time to the extent of the amount of full days so accumulated following the prior direct coordination of the utilization of such vacation leave by the employee with the Chief of Police.

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

4. Vacations shall be coordinated through the chief of Police.

5. The word "year" as used in this Article shall refer to calendar year, i.e. January 1st through December 31st.

6. During the first month of employment, one day of vacation will be earned if the hiring date was prior to the 16th of said month.

ARTICLE XV

CLOTHING MAINTENANCE ALLOWANCE

1. The Township shall pay each uniformed member of the EPA the following clothing allowance for the purpose of cleaning and maintaining uniforms:

For the calendar year 1991 \$605.00

For the calendar year 1992 \$605.00

2. The Township shall pay to each non-uniformed member of the EPA the following clothing allowance in recognition of the wear and tear to which the clothing of such

individual is exposed as a result of the nature of his/her position:

For the calendar year 1991 \$305.00

For the calendar year 1992 \$305.00

The Township shall also pay to each non-uniformed member of the EPA the following clothing allowance for the purchase of clothing:

For the calendar year 1991 \$555.00

For the calendar year 1992 \$555.00

3. The Township shall pay to each member of the EPA for the year 1991 seventy dollars (\$70.00), for the year 1992 seventy dollars (\$70.00) per calendar year toward the purchase of footwear.

4. The clothing and footwear allowances shall be due and owing and shall be paid to the EPA members on the first day in December of the calendar year to which same relates.

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

6. The Township will replace prescriptive eye glasses of an EPA member lost or damaged in the line of duty, provided said loss or damage is reported immediately to the member's immediate supervisor, such loss or damage was not the result of the member's negligence, and same is so established by the member claiming the loss or damage.

7. The word "year" as used in this Article shall refer to a calendar year, i.e. January 1st through December 31st.

ARTICLE XVI

COURT APPEARANCES

All Court appearances by a member of the EPA at the time of day other than during a tour of duty shift of such member shall be paid for in accordance with the following:

(a) At the hourly pay rate of one and one-half (1.5) the hourly base pay rate of the member per appearance.

(b) A minimum of two (2) hours per appearance shall be so paid, and appearances in excess of two (2) hours shall be prorated and paid at such hourly pay rate for any of such excess as shall not constitute a full hours.

(c) Any appearance at a given session of Court shall be considered to be a single appearance irrespective of the number of matters in which the member is appearing as a complaining or corroborating witness.

(d) The member seeking pay hereunder shall provide written proof of such Court appearance signed by the Prosecutor or his representative or Court representative, such as the Court Officer and setting forth the day, matter in which the member appeared, the Judge sitting therein, and the beginning and ending time of such appearance.

ARTICLE XVII

TRAVELING EXPENSES

All members of the Association traveling outside or inside the Township on official business, at the explicit direction of their superior, shall be reimbursed for tolls and parking fees incurred upon presentation of receipts. The Township shall endeavor to provide an automobile for such travel and when such vehicle is not provided, shall pay the member twenty-five cents (.25) per mile to full reimburse the member for the use of his private vehicle.

ARTICLE XVIII

TERMINATION PAY

Upon severance from employment by the Township individual members of the EPA shall receive termination to pay composed of the following:

- (a) Weekly base pay pro-rated to days, or portion thereof, actually worked.
- (b) Pay earned and unpaid for overtime in accordance with Article XI hereof.
- (c) Full days of annual vacation leave earned and credited and not utilized as of the date of the last day worked prior to the date on which severance takes place.
- (d) Pay earned, proved and unpaid for Court Appearance(s) in accordance with Article XVI hereof.

(e) Traveling expenses incurred inside or outside the Township on official business at the explicit direction of their superior.

(f) Performance pay earned shall be paid by the Township at the next available monthly disbursement.

Termination pay shall not include sick leave under Article VIII, personal leave under Article IX, but shall include Clothing Maintenance under Article XV on a pro rata basis, said pro rata basis to be determined in accordance with the number of days remaining in the year of termination.

ARTICLE XIX

PROVISIONS FOR MEALS

The Township shall supply to all members of the EPA who work in excess of eight and one-half (8.5) hours during an officially declared emergency a hot meal, at a cost not to exceed ten dollars (\$10.00) or shall reimburse such member(s) to a maximum of such amount, at its option. Emergencies shall be as declared by the Chief of Police or his designee for police personnel.

ARTICLE XX

DEDUCTIONS FROM SALARY

1. The Township agrees to deduct EPA dues from the salaries of the members of the EPA upon presentation of the required individual authorizations.

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

3. If during the term 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" from and deliver the signed forms to the Township Clerk.

ARTICLE XXI

GRIEVANCE PROCEDURE

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

B. Aggrieved Person: An aggrieved person is a person or persons in the association instituting the grievance.

C. Party in Interest: A party in interest is the person or persons grieving, and any person, including the association or the Township, who might be required to take action, or against who action may be taken, in order to resolve the grievance.

D. Purpose: The purpose of this procedure is to secure, at the lowest possible

level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. Procedure: Time limits- the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

An aggrieved employee shall institute action within thirty (30) days from the date of occurrence. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. Management's failure to meet time limits will result in the remedy being granted.

F. Level One: A member with a grievance shall first discuss it with his immediate superior either directly or through association's designated representative with the objective of resolving the matter informally.

G. Level Two: If the aggrieved is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, a grievance may be filed in writing with the association within seven (7) calendar days after the decision at level one. Within fourteen (14) calendar days

after receipt of the grievance, the association shall refer it to the Chief for decision.

H. Level Three: If the aggrieved is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within fourteen (14) days after the grievance was delivered to the Chief, the aggrieved may, within seven (7) calendar days after a decision by the chief or twenty-one (21) calendar days after the grievance was delivered to the Chief whichever is sooner, submit the grievance to the Township Management.

I. Level Four: The Township Management shall review and consider the submitted grievance and shall issue a decision within fourteen (14) calendar days after receipt of the grievance.

J. Any aggrieved person may be represented at all stages of the grievance procedure by the association. The association shall have the right to be present and to state its view at all stages of the grievance procedure.

No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

K. Miscellaneous.

1. Group Grievance: If, in the judgment of the association, a grievance affects a group or class of members, the association may submit such grievance in writing to the Chief directly, and the processing of such grievance shall commence at level two. The association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions: Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at level two and three shall be in writing setting forth each decision and the reasons therefor and shall be transmitted promptly to all parties in interest, including the association.

3. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared jointly by the chief and the association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives referred to in this article.

ARTICLE XXII

ARBITRATION

If the aggrieved is not satisfied with the disposition of the grievance at level four, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Township Management, the aggrieved may request that the association submit said grievance to arbitration.

If the association determines that the grievance is meritorious, it may submit the same to arbitration within twenty-one (21) calendar days after receipt of the request by the aggrieved. However, if the grievance is not submitted to arbitration within thirty-five (35) calendar days, whether a decision is rendered or not after the grievance was delivered to the Township Management, the grievant and the association shall have been deemed to have waived the right to submit the matter to arbitration. With fourteen (14) calendar days after such written notice of submission to arbitration, the Township and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If

If the parties are unable to agree upon arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State of New Jersey Public Employment Relations Commission.

The parties will meet and strike the list until one arbitrator remains. That arbitrator will be the mutually agreed person to arbitrate.

In the event that arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.

The costs for the services of the arbitrator shall be borne equally by the association and the Township.

ARTICLE XXIII

SALARY COMPENSATION PLAN

A. It is agreed that during the term of this Agreement for the period of January 1, 1991 through December 31, 1992, the salaries set forth in the Salary Schedule attached hereto

and made a part hereof shall be provided to eligible employees, consistent with the conditions set forth herein.

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 deductions.

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

ARTICLE XXIV

INSURANCE

The Township will provide each member of the EPA, and their 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 \$50,000.00 for job related death.
6. The Township agrees in 1991 and 1992 to provide a self-administered medical expense reimbursement program for EPA members. Each EPA member upon presentation to the Chief of Police of a bill for medical expenses from a physician incurred

incurred in that current calendar year, for either themselves or their immediate family and properly signing a Township voucher, will be reimbursed up to \$425.00 in 1991 and \$450.00 in 1992. Immediate family shall mean EPA member, spouse and minor children.

7. In lieu of the foregoing terms 1 through 4, the individual EPA member may elect as an alternative to same to enroll in a Health Maintenance Organization (HMO) to be paid for by the Township.

8. The Township agrees to enroll EPA members in the State Disability Insurance Plan for the calendar years 1991 and 1992 on a contributory basis. The rate and amount to be contributed by individual EPA members will be determined by the New Jersey Employment Security Agency.

ARTICLE XXV

LONGEVITY INCENTIVE

Members of the EPA who have worked for the Township of Eastampton in the capacity of a police officer, communication officer (as required by law) police sergeant and/or detective for more than five (5) continuous years shall receive longevity incentive payment in accordance with the following schedule:

For the Year 1991 and 1992

6 years	2% of base salary
8 years	3% of base salary
10 years	4% of base salary
12 years	5% of base salary
14 years	6% of base salary
16 years	7% of base salary

Longevity payment will be due, owing and paid in a lump sum on the anniversary date of hiring. This payment will be prorated for any member retiring or dying during the term of this Agreement.

ARTICLE XXVI

LOCKOUT AND STRIKE

The Township shall not engage in a lockout of EPA members, and the EPA shall not engage in a strike of job-action or sickout.

ARTICLE XXVII

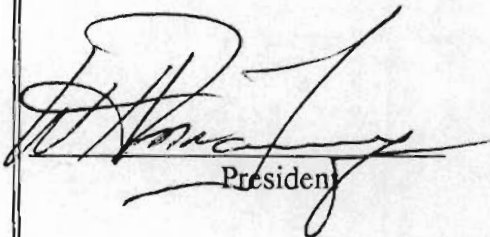
TERM OF AGREEMENT

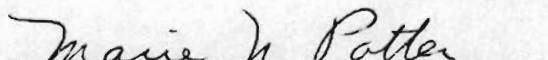
The effective date of the Agreement shall be retroactive to January 1, 1991 and shall expire on December 31, 1992 at midnight.

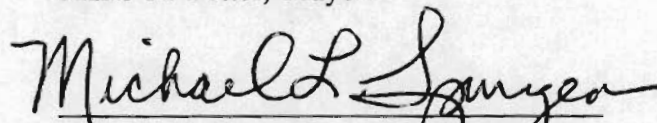
IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 26th day of DECEMBER, 1991.

EASTAMPTON PATROLMAN'S
ASSOCIATION

TOWNSHIP OF EASTAMPTON

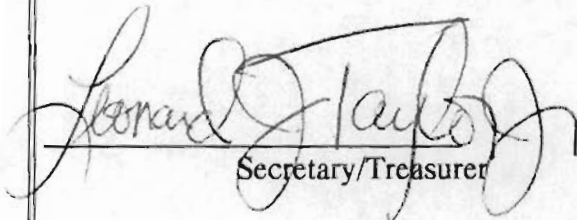

President

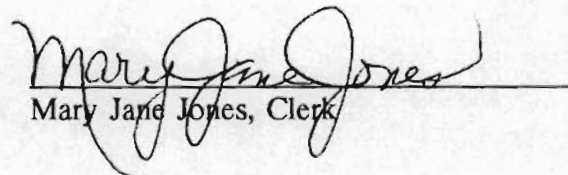

Marie N. Potter, Mayor


Michael L. Spurgeon, Twp. Manager

ATTEST:

ATTEST:


Secretary/Treasurer


Mary Jane Jones, Clerk

1991 POLICE SALARY SCHEDULE

Patrolman - 0-1 Non-Certified	22,531.00
Patrolman - 0-1 Certified	24,298.00
Patrolman - 1-2 years	25,850.00
Patrolman - 2-3 years	28,069.00
Patrolman - 3-4 years	30,288.00
Patrolman - 4-5 years	31,248.00
Patrolman - 5+ years	32,507.00
Detective	33,562.00
Sergeant of Police	34,619.00

TOWNSHIP OF EASTAMPTON

ORDINANCE 1991-16

AN ORDINANCE OF THE TOWNSHIP OF EASTAMPTON
TO ESTABLISH POLICE SALARY AND WAGES FOR THE YEAR 1992

BE IT ORDAINED by the Township Council of the Township of Eastampton, in the
County of Burlington and State of New Jersey, as follows:

SECTION I.

The Township Council hereby determines and establishes the following salaries for the
following members of the Eastampton Township Police Department:

Patrolman - 0-1 Non-Certified	\$24,108.00
Patrolman - 0-1 Certified	\$25,999.00
Patrolman - 1-2 years	\$27,660.00
Patrolman - 2-3 years	\$30,034.00
Patrolman - 3-4 years	\$32,408.00
Patrolman - 4-5 years	\$33,435.00
Patrolman - 5 + years	\$34,782.00
Detective	\$35,911.00
Sergeant of Police	\$37,042.00
Lieutenant of Police	\$38,212.00
Chief of Police	\$48,340.00
Administrative Assistant	\$23,552.00
P/T Police Clerk Typist	6.25 - 7.00 p/h
Class II Special Law Enforcement Officers	10.00 p/h