

**RESOLUTION R2008-112**

**TOWNSHIP OF EASTAMPTON  
BURLINGTON COUNTY**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
A COLLECTIVE BARGAINING AGREEMENT WITH THE  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)**


WHEREAS, the Township has completed contract negotiations with the American Federation of State, County and Municipal Employees (AFSCME); and

WHEREAS, the parties have reached an agreement with respect to contract terms for years 2008 through 2011 and desire to execute an agreement memorializing the agreed upon terms.

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

1. That the Township Council, for the aforementioned reasons, hereby authorizes the Township Mayor and Clerk to execute a Collective Bargaining Agreement resulting from the contract negotiations between the Township and the American Federation of State, County and Municipal Employees (AFSCME).
2. That the Township Council hereby authorizes the Township Clerk to forward a certified copy of this Resolution to the American Federation of State, County and Municipal Employees (AFSCME).

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Eastampton Township Council at a meeting held on December 8, 2008.

  
KIM-MARIE WHITE  
Municipal Clerk

**CONTRACT BETWEEN THE TOWNSHIP OF EASTAMPTON AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO, DISTRICT COUNCIL 71 COVERING JANUARY 1, 2008 THROUGH  
DECEMBER 31, 2011**

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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 District Council 71, AFL-CIO, Local 3827B, 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  
Technical Assistant to the Construction Office  
Treasurer / Tax Collector  
Fire Sub-Code Official  
Public Works Director  
Administrative Assistant – Police  
Building Custodian  
Tax Collector’s Clerk  
Tax Assessor  
Tax Assessor’s Clerk  
Deputy Court Administrator  
Senior Public Works Laborer  
Public Works Laborers  
Police Clerk I  
Police Clerk II

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 works 8 or more hours per week on a regular part-time basis, shall be excluded from the unit represented by the Union. Any employee who works 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 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 defines 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 (10<sup>th</sup>) 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 eighty five (85) percent of regular Union dues, fees and assessment 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, as 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 "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 his/her Department Supervisor within ten (10) working days of its occurrence, or knowledge thereof. The Supervisor shall try to adjust the matter and shall respond to the employee or steward, in writing, within ten (10) working days of submission. Note: In instances where no Supervisor exists, or where the employee is himself or herself the Supervisor, the grievance would move immediately to the Township Manager (see STEP TWO below).

STEP TWO: If the grievance remains unsettled, the grievance may within ten (10) working days after the reply of the Supervisor proceed to the Township Manager. The Manager shall consider the testimony of both the Supervisor and the Employee and his/her Union Representative. The Township Manager shall address the matter and shall respond to the employee or steward, in writing, within ten (10) working days of the matter being submitted, in writing, to him/her.

STEP THREE: 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 FOUR: The Employer and the Union further agree to give reasonable consideration to request 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 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, each paying one-half (1/2) thereof.

All other costs shall be paid by the party incurring them.

## **ARTICLE IV: EMPLOYEE RIGHTS**

Section 1: An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in the 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: Any 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.

Section 5: Any employee shall have the right to review his or her personnel file, provided that requests of the review are made within normal business hours. Copies of the personnel file shall be supplied within three (3) working days.

Section 6: Pursuant to the notion of Weingarten Rights, no employee shall be denied Union Representation during a formal investigatory interview.

## 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 the 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 the Agreement when the employees are temporarily absent due to sickness, injury, lunch, vacation or other type of leave, or any other emergency.

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 judgment and discretion in connection therewith, shall be limited only by 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 of the 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 where 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 any 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 employers 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.

Permanent part time employees who have continuous service with the Township who have become full time employees will have their part time service prorated.

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 the 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 on its sole discretion.

## **ARTICLE VI: 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 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 absences 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 five (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 for five (5) working days or more and termination.

## **ARTICLE VIII: JOB POSTING**

Section 1: Any vacancies or newly created permanent positions in the Township will be posted prominently for ten (10) 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 the 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 40 hours of work at straight time pay, inclusive of a daily lunch break of one hour. 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.

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 ninety (90) calendar days after the overtime work was performed. Exceptions due to staffing needs to exceed the ninety (90) day requirement can be made subject to the discretion of the Township Manager.

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 no later than the second pay period after the overtime was performed, except for months when three (3) pay periods occur, in which case, overtime which has not yet been paid within two (2) pay periods will be paid in the first pay period at the beginning of the month following the month it was performed.

Section 7: An employee must work the workday before and the workday after the holiday to be counted in the computation of overtime pay. Paid time off for vacation time and holidays shall be considered time worked for the purpose of computing 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 \$6,000 in 2005 calendar year. Increases of 3% for 2006 and 2007 shall be applied to the \$6,000 to keep the purchasing power of the original \$6,000 constant.



**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 salaried hourly employees shall consist of forty (40) hours per week, inclusive of one hour lunch per day.

Section 2: In the absence of an emergency, the Employer shall provide up to ten (10) day 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 is to 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 thirty-five (35) hours per week shall be deemed to be a part-time employee.

Section 7: Calls at lunch for salaried hourly employees do not result in the earning of compensation time.

Section 8: Calls of fifteen (15) minutes or more between the hours of 11:00 pm and 7:00 am shall be compensated at a minimum of 1.5 hours or at 1.5 times the length of the call, whichever is greater, in recognition of the fact that such calls interrupt sleep.

Calls of 15 (fifteen) minutes or more at all other times will be compensate at the relevant rate, e.g. for time over forty (40) hours per week, 1.5 times the amount of time spent on the call.

Section 9: Full-time employees shall be considered to work an eight (8) hour day. This shall be utilized for the purposes of calculating sick time, vacation time, compensatory time, and personal time.

## **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 three (3) days prior to the date of the 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 Employers 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 eight (8) 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 5: Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

## ARTICLE XII: SICK LEAVE

Section 1: Permanent (i.e. one hired on a permanent basis after completion of his/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 employees first calendar year up to December of that year and up to but not exceeding ten (10) sick days. Thereafter, all full-time employees shall be entitled to ten (10) paid sick days per year.
2. Permanent (i.e. one hired on a permanent basis after completion of his/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) 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 us 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 illness shall be stated on the doctors certificate, unless it is confidential between the doctor and patient, in which event the doctor must give a certificate releasing the employee so that he/she may 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 Health Department.

Section 5: The following dollar bonus incentive program will be for full-time employees:

Bonus for: 0 sick days used in a full calendar year = \$200.  
Not more than two (2) sick days used in a full calendar year = \$100.

Part-time employees working an annual average of twenty (20) or more hours per week shall be entitled to the following prorated dollar bonus incentive program:

Bonus for: 0 sick days used in a full calendar year = \$100.  
Not more than two (2) sick days used in a full calendar year = \$50

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

Section 6: Sick leave bank: All full-time permanent employees shall be able to bank any sick leave left over at the end of the year with a bank accumulation of up to ninety (90) days (i.e. a total of 100 days when combined with the ten (10) days allotted per year). In the event the employee retires, he/she may sell back any unused sick time at one half (1/2) current rate. In order to use stored sick days, one must be employed by the Township on a permanent basis for at least one (1) year.

**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, or significant other residing with the member. Leave shall be granted from the day of death up to five (5) days.

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: Three (3) days leave for deaths of an aunt, uncle, aunt or uncle of spouse, or brother-in-law or sister-in-law.

Section 3: All part-time employees of twenty (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: 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 thirty-five (35) hours per week exclusive of a daily one-hour lunch break and any salaried employee who works forty (40) hours per week inclusive of a daily one hour lunch break.

Section 2: Any employee working twenty (20) hours or more as a permanent part-time employee shall receive full individual coverage for him/herself. The employee, at his/her option may elect to pay for the full additional cost of the coverage for his/her spouse and/or children.

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

\$2,000 allotment for full-time employees

\$1,250 allotment for part-time employees of twenty (20) hours or more per week

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 he/she chooses, however, said employee is not entitled to the above referenced allotment (see Section 3) if he/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 thirty (30) to sixty (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 5<sup>th</sup> of the month, an approved employee will be enrolled as of the beginning of the following month.)

Section 5: The Township will offer each full-time permanent employee and their spouse and children a dental plan and will contribute 80% of the cost for said plan. The employee shall pay 20% of the cost.

Section 6: The Township will offer each full-time permanent employee and their spouse and children a prescription plan and will contribute 80% of the cost for said plan. The employee shall pay 20% of the cost.

Section 7: The Township shall offer to cover 80% of the cost of a dental plan for permanent part-time employees working twenty (20) hours or more per week. The employee shall pay 20% of the cost.

Section 8: The Township shall offer to cover 80% of the cost of a prescription plan for permanent part-time employees working twenty (20) hours or more per week. The employee shall pay 20% of the cost.

Section 9: The Township will have a self-administered medical expense reimbursement program for those who elect not to participate in the dental and/or prescription program. For these employees, the reimbursement shall not exceed a total of \$600 for 2008, \$625 for 2009, \$650 for 2010, \$675 for 2011. The reimbursement shall be extended to permanent full-time employees, their spouse and children and permanent part-time employees working twenty (20) hours or more per week.

Section 10: Employees must inform the Township Manager by November 1<sup>st</sup> of each year of their intention to forgo or obtain medical, dental, or prescription coverage.

**ARTICLE XV: INJURY ON THE JOB/WORKMANS 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 Clerks 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: 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 workers compensation payments will be discontinued.

Section 3: 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 100 percent (100%) of such employees weekly pay for a disablement period of up to 104 weeks provided said employee is entitled to Workers Compensation. Any employee so paid agrees to make application immediately following such injury for Workers Compensation temporary disability benefits for such injury and to reimburse the Township for such weekly payments upon the actual receipt of such Workers 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 Workers Compensation shall receive up to three (3) days pay not being considered sick pay.

**ARTICLE XVI: EMPLOYEES EXPENSES**

Section 1: All employees shall be compensated at the IRS standard rate per mile for the use of their vehicle on Township business, as pre-approved 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 hours scheduled for that day, up to a maximum of eight (8) hours per day, for such time as is necessary for the completion of such service. Part-time employees are not paid for days they are not scheduled to work.

Compensation received for such service as paid by the court system shall be returned to the Township by the employee. The employee shall return to his/her regular duties with the Township at such time he/she is released from said duty.

**ARTICLE XVIII: HOLIDAYS/PERSONAL DAYS**

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

New Years Day	Independence Day	Christmas Eve
Martin Luther King Day	Labor Day	Christmas Day
Presidents Day	Columbus Day	One (1) Floating Holiday
Good Friday	Thanksgiving	
Memorial Day	Day after Thanksgiving	

Full-time employees will also receive the following days off:

- 2008 Day after Christmas
- 2009 Day after New Years Day
- 2010 One (1) additional Floating Holiday
- 2011 One (1) additional 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:

<u>Year of Service</u>	<u>Number of personal days in a calendar year</u>
1 <sup>st</sup>	None
2 <sup>nd</sup> through 4 <sup>th</sup>	2
5 <sup>th</sup> forward	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 doctors note) illness, injury, absence with the approval of the Township Manager or while on vacation.

Section 4: If a scheduled holiday falls 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 Years Day which, when occurring on a Saturday will be observed on the following Monday. IF Christmas Eve falls on a Sunday, that holiday will be observed on the next working day, i.e. Tuesday.

Section 5: Any employee working on a holiday shall be paid double time, i.e. 2x their hourly rate.

Section 6: Part-time employees working five (5) days a week and more than thirty (30) hours per week shall be entitled to personal days as follows:

Less than one year of service	0 days
1 to 5 years of service	1 work day
6+ years of service	2 work days

Section 7: Personal time may be used as an emergency with a minimum of two (2) hours notice. Appropriate request forms shall be completed upon return.

## 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

Less than one (1) full year of service – allow two (2) days after the first six (6) months and one (1) additional day after each additional two months for a total of five (5) days.

One (1) through four (4) full years of service: Ten (10) days vacation

Five (5) through nine (9) full years of service: Twelve (12) days vacation

Ten (10) full years of service: Thirteen (13) days vacation

Eleven (11) full years of service: Fourteen (14) days vacation

Twelve (12) full years of service: Fifteen (15) days vacation

Thirteen (13) full years of service: Sixteen (16) days vacation

Fourteen (14) full years of service: Seventeen (17) days vacation

Fifteen (15) full years of service: Eighteen (18) days vacation

Sixteen (16) through twenty (20) full years of service: Twenty (20) days vacation

Twenty (20) or more full years of service: Twenty (20) vacation days plus one additional day for every year beyond twenty (20) years up to a maximum of twenty-five (25) vacation days

Section 2: Permanent part-time employees working twenty (20) or more hours per week shall be entitled to paid vacation in the amount of 1.5 x (one and one-half times) their scheduled number of hours for one week, e.g. an employee who works twenty (20) hours per week shall be granted thirty (30) hours paid vacation; and employee who works thirty (30) hours per week shall be granted forty-five (45) hours paid vacation, et.

Section 3: All vacation leave shall be taken 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 Manager.

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

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

Section 7: For all employees hired after January 1, 1998 the following shall apply for the calculation of one's years of service:

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

Section 8: New employees with prior municipal service in New Jersey in a related position shall be entitled to apply up to four (4) years of prior service to the vacation schedule based upon approval of the Township Manager. Vacation leave must be earned before it can be taken. This provision shall take effect following the successful completion of the mandatory probationary period.

## **ARTICLE XX: COMPENSATORY TIME**

Section 1: Compensatory time is time off during regular working 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 forty (40) hours worked in one (1) week shall be issued at 1.5 (one and one-half) 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**

Section 1: 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 employees base salary prior to promotion, the promoted employee will continue to receive (at least) his/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 members of AFSCME bargaining unit shall receive the following pay raises in accordance with Appendix A, effective January 1 of each year of the contract.

For some positions, there shall be salary adjustments which are indicated on the attached Salary Chart. (Appendix A).

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

Section 6: The salary listed in Appendix A for Senior Laborer is based on successful completion of a six month probationary period. Prior to the probationary period, the Senior Laborer salary will be \$500 less than as listed. The additional \$500 will be added to the salary only after the probationary period.

Proposed Changes in Appendix



## **ARTICLE XXIV: EMPLOYEE BUSINESS CASUAL DRESS DAY**

The Township shall incorporate a "business casual dress" day for office employees one day per week, said weekly day being Friday. On this day, the Township dress code shall be relaxed to a minimum of nice jeans with sweater or blouse, loafers, "flats" or other more comfortable shoes. Nothing included herein shall be interpreted to allow sneakers, snow or utility shoes or boots, or T-shirts or shorts, which are expressly prohibited. The Township shall also incorporate business casual dress during the occurrence of winter weather, which shall be understood as weather that calls for snow plowing operations. An exception for sneakers, snow or utility shoes or boots can be made due to the occurrence of winter weather, subject to the approval of the Department Head and the Township Manager.


## **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 re-negotiate 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, 2011, 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,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

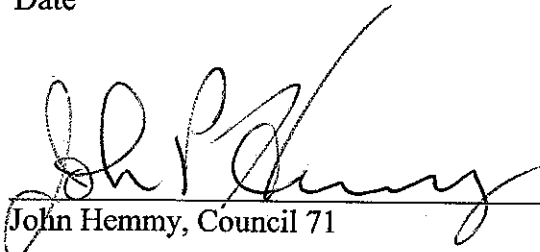
TOWNSHIP OF EASTAMPTON

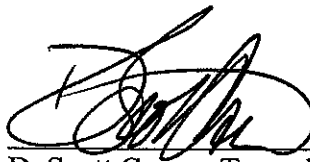
  
Doris LaVacca, Local 3827B

  
Mayor Richard Renzulli

1/13/09  
Date

12/8/08  
Date


  
John Hemmy, Council 71

  
D. Scott Carew, Township Manager

1/15/09  
Date

1/16/09  
Date

ATTEST:

  
Kim-Marie White  
Township Clerk

**APPENDIX A**

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
<b>Part-time Hourly</b>				
Building Custodian	<b>\$12.43</b>	<b>\$12.93</b>	<b>\$13.44</b>	<b>\$13.98</b>
Deputy Court Administrator	<b>\$13.25</b>	<b>\$13.78</b>	<b>\$14.33</b>	<b>\$14.90</b>
<b>Full-Time</b>				
Police Clerk I	<b>\$33,850</b>	<b>\$35,204</b>	<b>\$36,612</b>	<b>\$38,076</b>
Police Clerk II	<b>\$28,850</b>	<b>\$30,004</b>	<b>\$31,204</b>	<b>\$32,452</b>
Court Administrator	<b>\$41,798</b>	<b>\$43,469</b>	<b>\$45,208</b>	<b>\$47,016</b>
Tax Collector	<b>\$18,472</b>	<b>\$19,210</b>	<b>\$19,979</b>	<b>\$20,778</b>
Treasurer	<b>\$39,476</b>	<b>\$41,055</b>	<b>\$42,698</b>	<b>\$44,405</b>
Director of Public Works/Zoning Insp.	<b>\$60,000</b>	<b>\$62,400</b>	<b>\$64,896</b>	<b>\$67,492</b>
*Senior Laborer	<b>\$32,500</b>	<b>\$33,800</b>	<b>\$35,152</b>	<b>\$36,558</b>
DPW Laborer > 2 years (as of 11/08)	<b>\$29,000</b>	<b>\$30,160</b>	<b>\$31,366</b>	<b>\$32,621</b>
DPW Laborer < 2 years (as of 11/08)	<b>\$27,000</b>	<b>\$28,080</b>	<b>\$29,203</b>	<b>\$30,371</b>
*Upon successful completion of a Six month probationary period				