

## WESTAMPTON TOWNSHIP COMMITTEE MEETING

6:00 PM Closed Session 7:00 PM Regular Meeting

January 17, 2017

1. Call Regular Meeting to Order – 7:00 PM
2. Requirements of the Sunshine Law (This meeting was advertised in the Burlington County Times on January 5, 2017)
3. Pledge of Allegiance
4. Welcome to guests
5. Moment of Silence
6. Roll Call
7. Approve 1/17/17 Agenda
8. Reorganization Meeting Minutes 1/2/2017
9. Monthly Reports and Communications – Posted on Bulletin Board
10. Scheduled Appointments: None
11. Open Meeting to Public for comment on Agenda Items
12. Continued Agenda Items
13. Old Business
14. New Business
  - a. EMS Report
  - b. Police Report
  - c. Public Works Report
  - d. 2016 BURLCO JIF State of the Fund Report
  - e. Westampton Township Historical Society Annual Report 2016
15. Resolutions
  - a. 38-17 Payment of Vouchers – this resolution approves the payment of bills through 1/13/17
  - b. 39-17 Tallowood Drive & Greenwich Drive Project Grant – this resolution authorizes the township to submit a grant application for funds available from the NJ DOT Municipal Aid Program for roadway improvements to these streets

- c. 40-17 Resolution Authorizing the Mayor to Sign the AFSCME Final Contract – this resolution finalizes the contract language that was agreed upon at the November 7 Township Committee meeting.
  - d. 41-17 Resolution Authorizing \$1,500 Payment to American Legion Post 509
  - e. 42-17 Resolution Approving the Terms of the Fire Chief Employment Contract from January 1, 2017 through December 31, 2021 and Authorizing the Mayor to Sign the Employment Contract
- 16. Ordinances: None
  - 17. Correspondence: None
  - 18. Dates to Remember
    - 1/28/17 – NJLM, Training for Elected Officials – Mount Laurel, NJ
    - 3/29/17 – Elected Officials Liability Seminar – Eastampton, NJ
  - 19. Open Meeting to public for Comment – “Pursuant to NJSA 10:4-12(a), public comment is limited to one three-minute comment period per person.”
  - 20. Comments – Department Heads and Professionals
  - 21. Comments – Township Committee members
  - 22. Adjournment

DRAFT

WESTAMPTON TOWNSHIP  
RE-ORGANIZATION MEETING MINUTES

JANUARY 2, 2017 5:00 P.M.

The meeting was called to order at 5 PM by Township Clerk Marion Karp. Requirements of the Sunshine Law were read. This meeting was advertised in the Burlington County Times December 18, 2016. The flag was saluted and there was a moment of silence.

Committeeman-Elect John Wisniewski was sworn in for a three year term by NJ Assemblyman Troy Singleton.

Roll Call:

Committeeman C. André Daniels	Present
Committeeman Abraham López	Present
Committeewoman Maureen Smith-Hartman	Present
Committeewoman Patricia Winsett Teleisa	Present
Committeeman John Wisniewski	Present

Approval of 1/2/2017 Agenda – Mr. Lopez made a motion to approve the agenda; the motion was seconded by Mr. Daniels. Ms. Teleisa made a motion to amend the agenda by tabling Resolution #17-17; there was some discussion and the motion was amended to include Ms. Teleisa’s motion. All voted yes.

Approval of 12/19/2016 Executive Session Minutes – motion made to approve the minutes made by Mr. Lopez; the motion was seconded by Ms. Teleisa. All voted yes.

Approval of 12/19/2016 Regular Meeting Minutes – motion made to approve by Mr. Daniels; seconded by Mr. Lopez. All voted yes.

Nomination for Mayor – Ms. Karp asked for nominations for Mayor. Ms. Smith-Hartman nominated Mr. Daniels; the motion was seconded by Mr. Lopez. There were no other nominations. Mr. Daniels, Mr. Lopez and Ms. Smith-Hartman voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Mr. Daniels was sworn in as Mayor for a one year term by Ms. Karp.

Nomination for Deputy Mayor – Mayor Daniels asked for nominations for Deputy Mayor. Ms. Smith-Hartman nominated Mr. Lopez; the motion was seconded by Mr. Daniels. Mr. Wisniewski nominated Ms. Teleisa; the motion was seconded by Ms. Teleisa. A roll call vote was taken on the first motion; Mr. Daniels, Mr. Lopez and Ms. Smith-Hartman voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Mr. Lopez was sworn in as Deputy Mayor for a one year term by Ms. Karp.

1-17 Resolution Appointing Solicitor for the Year 2017 – Mr. Lopez made a motion to appoint Long/Marmero; seconded by Ms. Smith-Hartman. Mr. Daniels, Mr. Lopez and Ms. Smith-Hartman voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Long/Marmero would serve as 2017 Solicitor.

2-17 Resolution Appointing Engineer for the Year 2017 – Ms. Teleisa made a motion to appoint CME; the motion was seconded by Mr. Wisniewski. Mr. Lopez made a motion to appoint Remington & Vernick; the motion was seconded by Ms. Smith-Hartman. A roll call vote was taken on the first motion; Ms. Teleisa and Mr. Wisniewski voted yes; Mr. Lopez, Ms. Smith-Harman and Mr. Daniels voted no. A roll call vote was taken on the second motion; Ms. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Remington & Vernick would serve as 2017 Township Engineer.

3-17 Resolution Appointing Auditor for the Year 2017 – Ms. Teleisa made a motion to appoint Bowman & Co.; the motion was seconded by Mr. Wisniewski. Mr. Lopez made a motion to appoint Holman & Frenia; the motion was seconded by Ms. Smith-Hartman. A roll call vote was taken on the first motion; Ms. Teleisa and Mr. Wisniewski voted yes; Mr. Lopez, Ms. Smith-Harman and Mr. Daniels voted no. A roll call vote was taken on the second motion; Ms. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Holman & Frenia would serve as 2017 Auditor.

4-17 Resolution Appointing Planner for the Year 2017 - Ms. Teleisa made a motion to appoint Alaimo; the motion was seconded by Mr. Wisniewski. Mr. Lopez made a motion to appoint Remington & Vernick; the motion was seconded by Ms. Smith-Hartman. A roll call vote was taken on the first motion; Ms. Teleisa and Mr. Wisniewski voted yes; Mr. Lopez, Ms. Smith-Harman and Mr. Daniels voted no. A roll call vote was taken on the second motion; Ms. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no. Remington & Vernick would serve as 2017 Planner.

5-17 Resolution Appointing Prosecutor for the Year 2017 – Mr. Lopez made a motion to appoint Liebling/Malamut; the motion was seconded by Ms. Teleisa. All voted yes.

6-17 Resolution Appointing Public Defender for the Year 2017 – Mr. Lopez made a motion to appoint Grace & Lentz; the motion was seconded by Ms. Smith-Hartman. All voted yes.

7-17 Resolution Appointing Bond Counsel for the Year 2017 - Mr. Lopez made a motion to appoint Capehart/Scatchard; the motion was seconded by Ms. Smith-Hartman. All voted yes.

8-17 Resolution Appointing COAH Special Counsel for the Year 2017 – Mr. Lopez made a motion to appoint Long/Marmero; the motion was seconded by Ms. Smith-Hartman. Mr. Daniels, Mr. Lopez and Ms. Smith-Hartman voted yes; Ms. Teleisa and Mr. Wisniewski voted no.

9-17 Resolution Appointing Tax Special Counsel for the Year 2017 – Ms. Teleisa made a motion to appoint Kathleen Gaskill; the motion was seconded by Mr. Lopez. All voted yes.

10-17 Resolution Appointing Labor Counsel for the Year 2017 - Mr. Lopez made a motion to appoint Capehart/Scatchard; the motion was seconded by Ms. Smith-Hartman. All voted yes.

11-17 Resolution Appointing Risk Management Consultant for the Year 2017 – Ms. Teleisa made a motion to appoint Hardenburgh Insurance Co.; the motion was seconded by Mr. Wisniewski. Mr. Lopez made a motion to appoint AJM Insurance; the motion was seconded by Ms. Smith-Hartman. A roll call vote was taken on the first motion; Ms. Teleisa and Mr. Wisniewski voted yes; Mr. Lopez, Ms. Smith-Harman and Mr. Daniels voted no. A roll call vote was taken on the second motion; Mr. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no. AJM Insurance would serve as Risk Management Consultant for 2017.

12-17 Resolution Appointing a Township Committee Member as a Land Development Board Class III Member for the Year 2017 – Mr. Daniels appointed Mr. Lopez; the motion was seconded by Ms. Smith-Hartman. Mr. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no.

13-17 Resolution Appointing a Township Committee Member to the Historic Commission for the Year 2017 – Mr. Daniels appointed Mr. Lopez; the motion was seconded by Ms. Smith-Hartman. Ms. Telesia appointed Ms. Smith-Hartman, seconded by Mr. Wisniewski. A roll call vote was taken on the first motion; Mr. Lopez, Ms. Smith-Hartman and Mr. Daniels voted yes; Ms. Teleisa and Mr. Wisniewski voted no.

14-17 Resolution Appointing a Township Committee Member to the Timbuctoo Advisory Committee for the Year 2017 **(TABLED)**

15-17 Resolution Appointing three (3) members to the Recreation Commission each for a three year term – motion to appoint Amy Paulus, Stephanie Lott and Stephanie Young was made by Ms. Teleisa; the motion was seconded by Mr. Lopez. All voted yes.

16-17 Resolution Appointing a Timbuctoo Advisory Committee Class E Member for a three year term **(TABLED)**

17-17 Resolution Appointing a Timbuctoo Advisory Committee Class E Member to fill an unexpired to term until 12/31/17 **(TABLED)**

18-17 Resolution Appointing a Timbuctoo Advisory Committee Class F Member for a three year term **(TABLED)**

19-17 Resolution Establishing a Schedule of Regular Meeting Dates of the Township Committee for the Year 2017 – motion to approve made by Mr. Lopez; the motion was seconded by Ms. Smith-Hartman. All voted yes.

20-17 Resolution Approving the Payment of Vouchers – motion to approve made by Mr. Lopez; the motion was seconded by Ms. Smith-Hartman. All voted yes.

\*Resolutions 21-17 through 36-17 to be voted in one motion\* - made by Mr. Lopez; the motion was seconded by Ms. Teleisa. All voted yes.

- 21-17 Resolution Appointing Craig Farnsworth as Deputy Emergency Management Coordinator for the year 2017
- 22-17 Resolution Appointing M. Gene Blair as Zoning Officer for the year 2017
- 23-17 Resolution Appointing Marion Karp as Deputy Zoning Officer for the year 2017
- 24-17 Resolution Appointing Marion Karp as the Registrar of Vital Statistics for a three year term
- 25-17 Resolution Appointing Elaine Adair as Deputy Registrar for a three year term
- 26-17 Resolution Designating Depositories
- 27-17 Resolution Designating Official Newspaper
- 28-17 Resolution Designating the Interest Rates on Delinquent Taxes
- 29-17 Resolution Authorizing the Tax Assessor to File Appeals with the Burlington County Board of Taxation
- 30-17 Resolution Authorizing the Tax Assessor to Handle Rollback Assessment Matters on Behalf of the Township of Westampton
- 31-17 Resolution Designating the Mayor as Signatory for Purposes of Executing Documents on Behalf of the Township of Westampton
- 32-17 Resolution Appointing a Risk Management Consulting Firm for JIF
- 33-17 Resolution Approving the 2017 Temporary Budget
- 34-17 Resolution Adopting a Cash Management Plan
- 35-17 Resolution Appointing Marion Karp as the Public Agency Compliance Officer (PACO)
- 36-17 Resolution Adopting “Robert’s Rules of Order” for the Conduct of Public Meetings

Mayoral Appointments – Land Development Board

- a. Land Development Board Class IV Member (1) for a for 4 year term – David Guerrero
- b. Land Development Board Class IV Member (1) to fill remainder of unexpired term until 12/31/17 – Gilbert Gehin-Scott, III
- c. Land Development Board Class IV Member, Alternate #1 (1) for a two year term – John Mumbower
- d. Historic Commission Class B Member (1) for a four year term – Norm Miller
- e. Historic Commission Alternate (1) for a two year term – Kimberley Brennan

Mayoral Assignments for Committee Liaison Persons for year 2017

<u>Department/Committee</u>	<u>Committee Member</u>
Police	Mayor Daniels
Public Works	Committeeman Wisniewski
Recreation	Committeewoman Teleisa
Municipal Court	Committeeman Lopez
Westampton School Board	Committeewoman Smith-Hartman
RV Regional High School Board	Committeewoman Smith-Hartman
Emergency Services	Committeeman Lopez
Veteran’s Affairs	Mayor Daniels
Senior Citizens	Mayor Daniels

The Committee discussed appointing a liaison to a new “Interfaith Committee”. Solicitor Marmero advised that a resolution would be appropriate. Resolution #37-17 – motion to appoint Mr. Lopez as liaison made by Mr. Daniels, seconded by Mr. Lopez. All voted yes.

Acknowledgement of Automatic Appointments

- a. Mayor is a member of the Land Development Board
- b. Zoning Officer is a member of the Land Development Board

DRAFT

January Meetings – Tuesday, January 17, 2017

Open Meeting to Public

Carolyn Chang – congratulations to new Committeeman John Wisniewski and to everyone. She stated that there was an exclusion in the minutes of the last meeting, one comment she had made was completely excluded, and she wanted it added.

Jonathan Wright – it's a new year, there are new opportunities, and hopefully the Committee would do what's best for the Township in 2017.

Police Chief Joe Otto – congratulations to everyone; he wished everyone a Happy New Year

Fire Chief Craig Farnsworth – Happy New Year, congratulations to all.

Solicitor Al Marmero – thanks for the appointment; he welcomed new Committeeman John Wisniewski aboard.

Administrator Maria Carrington – Happy New Year, congratulations to everyone, she hopes it will be a good year

Municipal Clerk Marion Karp – Happy New Year and congratulations to all; she looks forward to working with everyone this year, moving Westampton forward.

Township Committee Comments

Mr. Wisniewski- thanked his family and friends; thanks to Troy Singleton for swearing hi in and thanks for everyone who voted for him. This will be a big learning year for him; he wants to work together and doesn't want to be divisive. He wants to meet and talk with everyone; he is approachable and hopes to be able to listen to everyone's concerns.

Ms. Smith-Hartman – Happy New Year, we are going to live by Roberts Rules of Order; she asked Al Marmero to explain what they are. This is the first year we adopted the rules by resolution; he will give the Committee a primer on what the rules are and get them up to speed. Last year this started like a joke but she wants folks to be clear and concise and to get home to their families, they want to stick to a three year comment limit per resident. She talked about code enforcement and the need for it in the Township; Maria Carrington explained how the vacant property ordinance works. We want to start working on a property maintenance program in the Township as well. If anyone is interested in helping, please call Maureen. She was approached by people hoping that the Township would install a skate park; however, skate parks are very hard to maintain, the insurance is astronomical. She hasn't given up on this yet; kids need a place to play. Last year she was the liaison to the Public Works Department, she wants to commend them for their excellent job done last year.



Ms. Teleisa – Happy New Year, congratulations to John Wisniewski and also to the returning professionals and Committee people. She had hoped for more changes but she wants to believe they can come together for a common goal of what is best for the Township and the residents. The majority up here on the dais have similar experiences; having children going through the school system and having lived here for many years. Although they have differing opinions and don't always agree, this is okay, it is a democracy. She wants to keep the lines of communication open for everyone concerned; be sensitive to people's feelings. At the end of day we all want Westampton to be a great place to live; we all have a common goal. She is honored and humbled to serve.

Mr. Lopez – Happy New Year and thanks for coming out; thanks to all for a job well done. 2016 was a year of ups and downs but there was lots of progress in town. We worked together in a bi partisan fashion last year to hold the line on taxes. We introduced a new Township website, Instagram page, FB page, and Twitter page; we are in line for courtroom upgrades. We've negotiated some redevelopment agreements; progress is happening. There are a lot of great things happening; he agrees with all and says it is time to move together as a Township body. Last year brought a whole lot of lessons; lessons that were invaluable; he looks forward to carrying on in 2017. Please let them (the Committee) know what they are doing right and the areas that need improvement. He looks forward to securing a new zip code for the Township. He thinks it is time for Westampton to secure a new Township safety operations center for the police and EMS and they will work on finding a way to do this. We worked together last year to not raise taxes, he is sure we can do it again this year.

Mayor Daniels – thanked John Wisniewski, welcome aboard. We all need to work together as one community. He wished everyone a healthy, happy and prosperous New Year. Community is why we are all here today; he looks forward to working with both democrats and republicans in a non-partisan way. Lots of good things were accomplished last year, we are looking to attract and retain businesses in town amongst other things. He is the Mayor but it doesn't put him above anyone on the dais or in the room. He cares about the community first, above all else. He will work for the betterment of all residents.

With no further business, the meeting was adjourned.

Respectfully submitted,

Marion Karp, Municipal Clerk

# Westampton Township Emergency Services

*Raising The Standard In Community Service*

780 Woodlane Road Westampton, New Jersey 08060

Phone (609) 267-2041 Fax (609) 267-3305

[www.westamptonfire.org](http://www.westamptonfire.org)

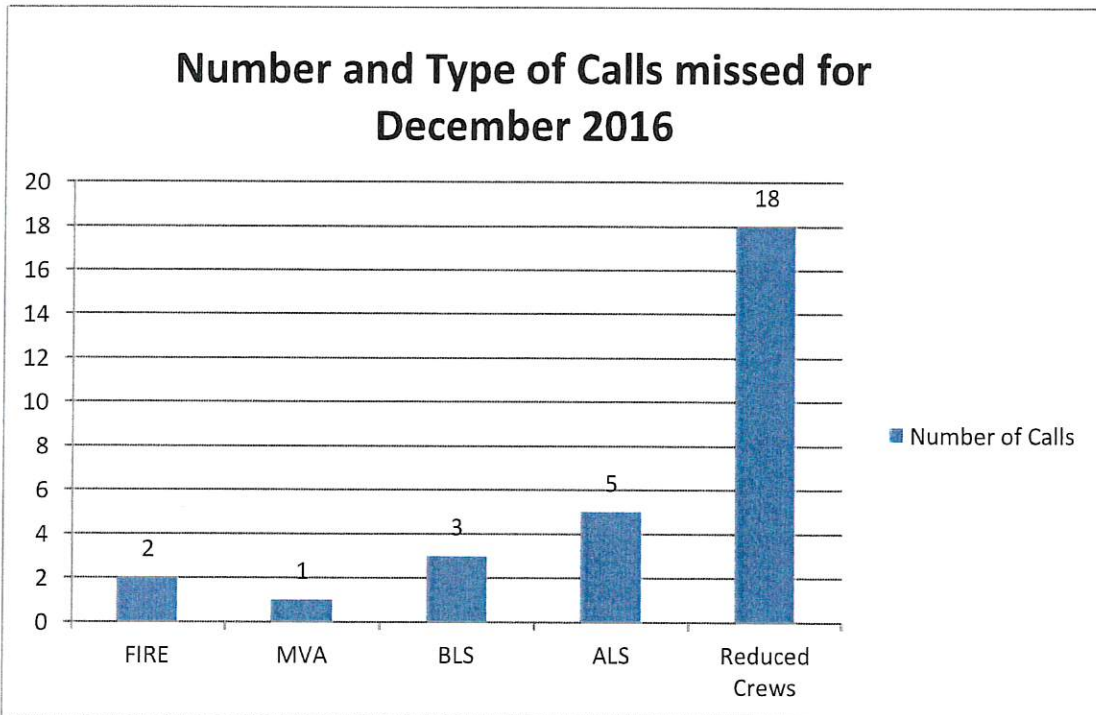


Monthly Report

December 2016

The Westampton Township Emergency Services was dispatched to **315** calls for service for the month of **December 2016** for a total of **3582** calls for the year. This is an increase of **57** calls over **December 2015** and an increase of **504** calls year to date 2015.

EMS calls account for **68%** of the departments call volume followed by **19%** for fire responses, lastly motor vehicle accidents make up **13%** of the Departments call volume.

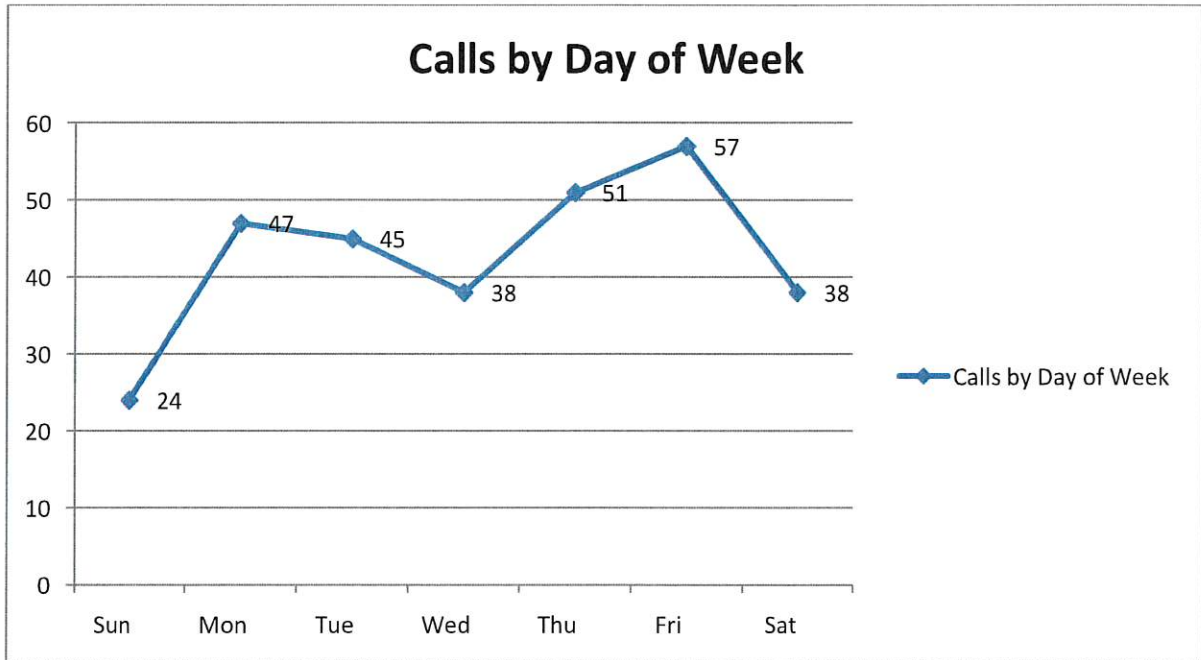


The department failed to respond to a total of **11** calls for the month. This represents **3%** of the total call volume. During the same time period the fire apparatus responded understaffed (3 or less) **18** times. This represents **31 %** of total fire responses. Year to date the department has missed **109** calls and responded understaffed **321** times.

	Month	Incident	Location	Why Missed	Location
1	May	EMS Call	Westampton	EMS Call	Westampton
2	May	EMS Call	Westampton	MVA Rescue	Westampton
3	May	MVA	NJTP	EMS Call	Westampton
4	May	MVA	Westampton	EMS Calls	Westampton / Mount Holly
5	May	EMS Call	Westampton	MVA	NJTP
6	May	Mulch Fire	Westampton	MVA	NJTP
7	May	EMS Call	Westampton	EMS Call	Westampton
8	May	EMS Call	Mount Holly	EMS Call	Westampton
9	May	MVA	Westampton	EMS Calls	Westampton / Mount Holly
10	June	MVA	Westampton	EMS Calls	Westampton
11	June	EMS Call	Westampton	EMS Calls	Westampton
12	June	MVA	Westampton	EMS Calls	Westampton / Mount Holly
13	June	EMS Call	Westampton	EMS Calls	Westampton
14	June	EMS Call	Westampton	Fire Call	Westampton
15	June	EMS Call	Westampton	EMS Call	Westampton
16	June	MVA	Westampton	EMS Call	Westampton
17	June	EMS Call	Westampton	Fire Call	Lumberton
18	July	EMS Call	Eastamtpton	EMS Call	Westampton
19	July	EMS Call	Westampton	BLS Call	Westampton
20	July	EMS Call	Westampton	BLS Calls	Westampton
21	July	EMS Call	Eastamtpton	MVA Rescue	Westampton
22	July	EMS Call	Mount Holly	MVA	NJTP
23	July	Fire Alarm	Westampton	BLS Calls	Westampton / Mount Holly
24	July	EMS Call	Eastamtpton	Fire Call	Westampton
25	July	EMS Call	Westampton	BLS Calls	Westampton
26	July	EMS Call	Westampton	Fire Call	Westampton
27	August	Alarm System	Westampton	MVA	Westampton
28	August	MVA	Westampton	ALS Call	Westampton
29	August	EMS Call	Eastamtpton	ALS Call	Westampton
30	August	ALS Call	Westampton	MVA	Rt 295
31	August	ALS Call	Mount Holly	MVA	Rt 295
32	August	BLS Call	Eastamtpton	Training	Westampton
33	August	EMS Call	Eastamtpton	BLS Calls	Westampton
34	August	ALS Call	Westampton	ALS Calls	Westampton
35	Sept	BLS Call	Westampton	BLS Call	Westampton
36	Sept	BLS Call	Mount Holly	MVA	Westampton
37	Sept	BLS Call	Westampton	BLS Calls	Westampton
38	Sept	BLS Call	Eastampton	MVA	Westampton
39	Sept	ALS Call	Westampton	BLS Calls	Mount Holly
40	Sept	MVA	Westampton	MVA	NJTP
41	Sept	BLS Call	Mount Holly	MVA	Eastampton

42	Sept	BLS Call	Westampton	Fire Call	Westampton
43	Sept	MVA	Eastampton	BLS Call	Westampton
44	Oct	ALS Call	Eastampton	EMS Call	Westampton
45	Oct	ALS Call	Westampton	Fire Call	Westampton
46	Oct	ALS Call	Eastampton	EMS Call	Westampton
47	Oct	BLS Call	Eastampton	EMS Call	Westampton
48	Oct	BLS Call	Eastampton	EMS Call	Westampton
49	Oct	BLS Call	Mount Holly	EMS Call	Westampton
50	Oct	ALS Call	Westampton	Fire Call	Westampton
51	Oct	BLS Call	Westampton	EMS Call	Eastampton
52	Oct	BLS Call	Westampton	MVA	Mount Holly
53	Oct	Alarm	Westampton	Fire Call	Westampton
54	Oct	ALS Call	Westampton	EMS Call	Westampton
55	Oct	ALS Call	Westampton	Fire Call	Westampton
56	Oct	ALS Call	Westampton	BLS Call	Mount Holly
57	Oct	ALS Call	Westampton	Fire Call	Westampton
58	Oct	ALS Call	Westampton	No Ambo	N/A
59	Oct	ALS Call	Westampton	No Ambo	N/A
60	Oct	ALS Call	Westampton	EMS Call	Eastampton
61	Oct	ALS Call	Westampton	EMS Call	Westampton
62	Oct	ALS Call	Eastampton	No Ambo	N/A
63	Oct	BLS Call	Westampton	EMS Call	Westampton
64	Oct	BLS Call	Westampton	Fire Call	Westampton
65	Oct	BLS Call	Westampton	EMS Call	Eastampton
66	Oct	BLS Call	Mount Holly	EMS Call	Westampton
67	Oct	BLS Call	Westampton	No Ambo	N/A
68	Oct	ALS Call	Eastampton	EMS Call	Westampton
69	Oct	BLS Call	Westampton	Fire Call	Westampton
70	Oct	BLS Call	Westampton	Fire Call	Westampton
71	Oct	MVA	Westampton	EMS Call	Westampton
72	Oct	Wires	Westampton	EMS Call	Westampton
73	Nov	ALS Call	Willingboro	MVA	Westampton
74	Nov	BLS Call	Westampton	Fire Call	Westampton
75	Nov	BLS Call	Westampton	Fire Call	Westampton
76	Nov	BLS Call	Westampton	BLS Call	Westampton
77	Nov	ALS Call	Westampton	ALS Call	Westampton
78	Nov	BLS Call	Westampton	MVA	Westampton
79	Nov	MVA	Westampton	BLS Call	Eastampton
80	Nov	Fire Call	Westampton	BLS Call	Westampton
81	Nov	BLS Call	Westampton	BLS Call	Westampton
82	Dec	Fire Call	Eastampton	BLS Call	Westampton
83	Dec	BLS Call	Westampton	BLS Call	Westampton
84	Dec	ALS Call	Eastampton	BLS Call	Westampton
85	Dec	ALS Call	Westampton	BLS Call	Westampton
86	Dec	ALS Call	Westampton	ALS Call	Westampton
87	Dec	ALS Call	Westampton	Rescue	Westampton

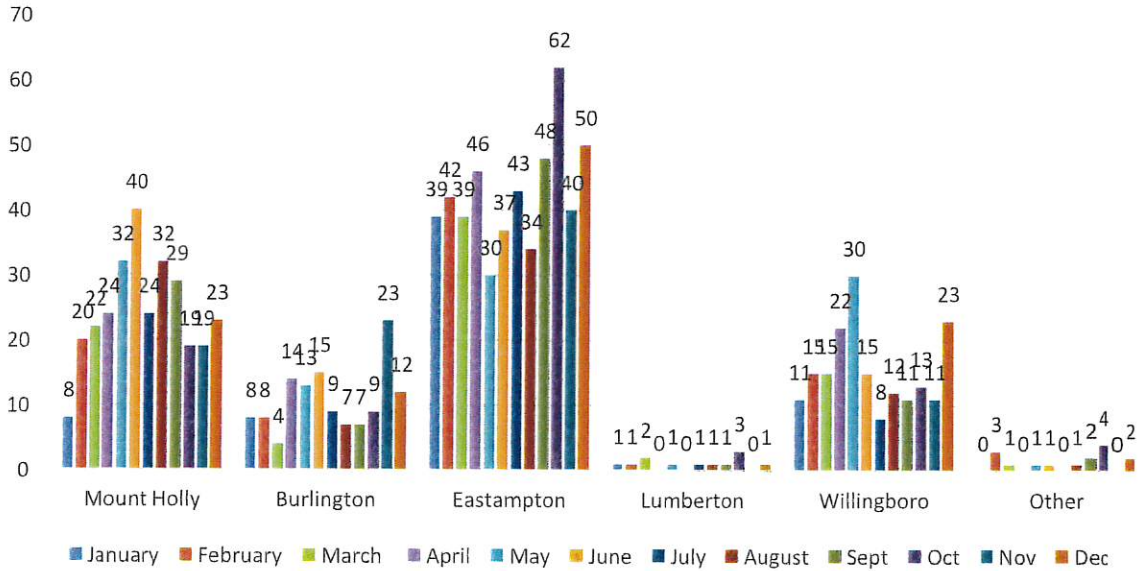
88	Dec	BLS Call	Westampton	Fire Call	Westampton
89	Dec	BLS Call	Westampton	Fire Call	Southampton
90	Dec	Cardiac Arrest	Westampton	Rescue	NJTP
91	Dec	Fire Call	Westampton	Rescue	NJTP
92	Dec	BLS Call	Westampton	Fire Call	Willingboro



The busiest day of the week for the month of **December** was **Friday**.

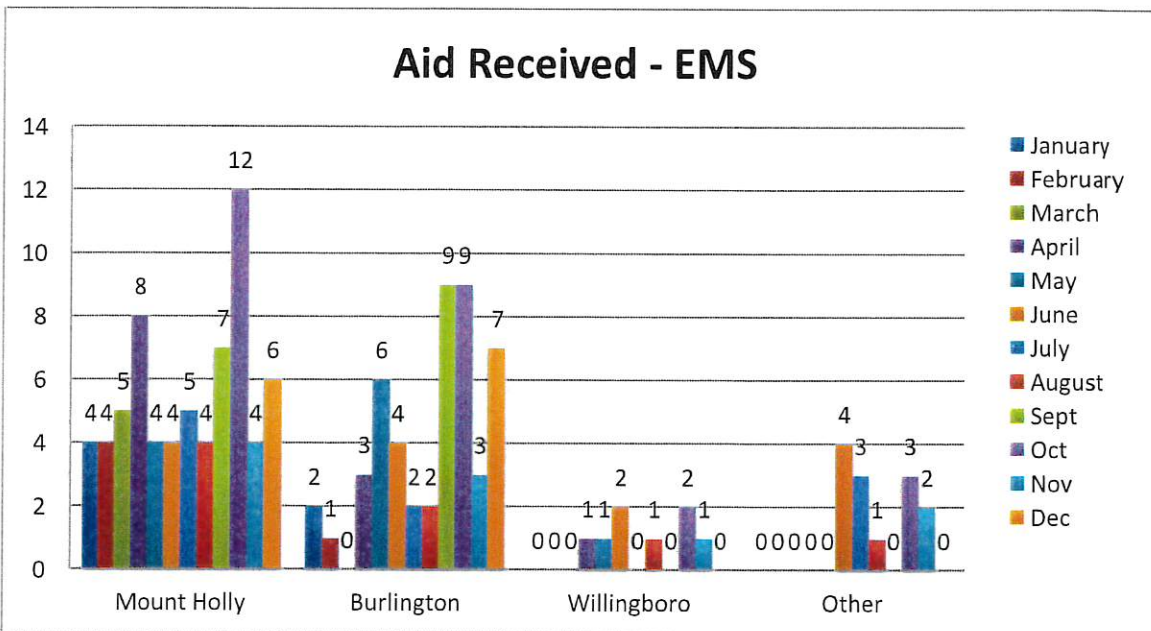
## Mutual Aid

### Aid Given - EMS



Note: A shared service agreement is in place with Eastampton, as we are the primary provider of EMS

### Aid Received - EMS







## Vehicle Mileage

Veh #	Year	Make	Model	Unit Type	End	Start	Total
801	2013	Ford	E-450	Ambulance	60773	60393	380
802	2015	Ford	E-450	Ambulance	29656	29297	377
803	2010	Ford	E-450	Ambulance	12253	10191	2062
2723	2006	KME	Predator	Rescue - Engine	OOS	OOS	OOS
2725	2013	KME	Severe Service	Ladder	OOS	OOS	OOS
2729	2006	Ford	F-250	Utility	61236	60610	626
FM272	2006	Ford	Explorer	Duty/Inspector	45080	43869	1050
2700	2015	Chevy	Tahoe	Command Car	11000	10174	826

## Apparatus and Equipment

### Rescue Engine 2723

- Rear-ended on the New Jersey Turnpike on October 8<sup>th</sup>
- Approximately \$50,000 in damage. (Covered by Insurance)
- Four to Six Month Repair
- Current rental engine in-service through Insurance
- Engine Refurb being completed while truck is being repaired.

### Ladder 2725

- Currently at KME for a Quality Inspection
- Current rental engine in-service at KME expense.

## Staffing

	Volunteer Duty	Sick Leave	Comp Time	Personal Time	Vacation Time	Bereavement Leave	Workers Comp
January	609 hrs	8.5 hrs	17 hrs	48 hrs	24 hrs	0 hrs	0 hrs
February	459 hrs	127 hrs	103 hrs	17 hrs	46.5 hrs	0 hrs	48 hrs
March	438.5 hrs	421 hrs	25 hrs	24 hrs	48 hrs	48 hrs	0 hrs
April	447 hrs	207 hrs	132 hrs	24 hrs	11 hrs	0 hrs	0 hrs
May	353 hrs	85 hrs	249 hrs	12 hrs	78 hrs	24 hrs	0 hrs
June	506 hrs	240 hrs	183 hrs	64 hrs	88 hrs	38 hrs	0 hrs
July	577 hrs	168 hrs	237 hrs	56 hrs	120 hrs	0 hrs	168 hrs
August	593 hrs	226 hrs	338 hrs	10 hrs	168 hrs	0 hrs	264 hrs
September	379 hrs	50 hrs	414 hrs	55 hrs	112 hrs	0 hrs	72 hrs
October	459 hrs	22 hrs	253 hrs	24 hrs	84 hrs	0 hrs	72 hrs
November	356 hrs	57 hrs	252 hrs	24 hrs	56 hrs	0 hrs	0 hrs
December	460 hrs	110 hrs	316 hrs	20 hrs	81 hrs	0 hrs	0 hrs
<b>YTD</b>	<b>5636.5 hrs</b>	<b>1721 hrs</b>	<b>2519 hrs</b>	<b>378 hrs</b>	<b>916.5 hrs</b>	<b>110 hrs</b>	<b>624 hrs</b>

## December 2016 Fire Official Report

Fire Inspections Conducted	70
Fire Safety Permits Issued	5
Imminent Hazards Ordered	1
Fire Investigations Conducted	3

During the month of December, Seventy Fire Safety Inspections were conducted by the WTES Bureau of Fire Prevention thus completing the required annual life hazard use Inspections as required by statute. Lt. Iannacone and FF/EMT LeBrun were integral in completing the required annual inspections. One of those Inspections revealed “dangerous conditions” that required the issuance of an Imminent Hazard order. Five Fire Safety Permits were issued during the month of November as part of normal business practices. Three Fire Investigations were necessary within Westampton during the month of November; those Investigations have been closed. Three Fire Safety complaints were investigated with violations of the New Jersey Uniform Fire Code cited.

FF/EMT Knott attended twelve additional hours of fire investigation training this month as offered by Kean University and the Burlington County Emergency Services Training Center. The monthly meetings of the New Jersey Division of Fire Safety’s Five-County Fire Officials and the Burlington County Fire Marshal’s Association were not had this month due to the holidays. FF/EMT Knott assisted the Mount Holly Fire Marshal with a fire investigation within Mount Holly. FF/EMT Knott and Westampton Police Detectives investigated a fire in which the victim succumbed to his injuries during the month of December.

Enforcement of the updated Westampton Fire Prevention Ordinance has begun with a letter of explanation to be sent to businesses in the beginning of 2017. FF/EMT Knott continues to work on the annual LEA report as required by the NJ Division of Fire Safety. One hundred and thirty-three (133) Life Hazard Uses have been added or amended since the Bureau was absorbed by the Fire Department in late 2015. 2016 proved to be a challenging year for the Bureau due to injury, staffing shortages, and the state of the inspected businesses; over fourteen hundred (1423) violations were cited during this month alone. We will continue to work with all of those affected businesses to ensure compliance with the applicable fire safety standards.

To: Westampton Township Committee  
From: Chief Joseph Otto  
Date: January 11, 2017  
Subject: Police Department Report from December 15, 2016 to January 11, 2017

Training:

K-9 In-Service Training (2 Days)  
Ptl. Welthy, Ptl. Rowbottom

Conducted Energy Device Training (2 Days)  
Ptl. Gable, Ptl. Johnston, SLEO II Long

Personnel:

Ptl. Anthony Schallus was hired as full time officers effective December 19<sup>th</sup>. Ptl. Johnston and Ptl. Schallus are assigned to their Field Training Officer and doing well.

Several members of the Police Department attended the "Trooper Sean Cullen Memorial Wrestling Match" between Cinnaminson HS and Rancocas Valley Regional HS at Cinnaminson HS on Monday, January 9<sup>th</sup>.

Equipment:

The Speed Sign was not utilized do to maintenance.

The "Cullen Car" was on display at Cinnaminson HS for the Trooper Sean Cullen Memorial Wrestling Match.

Activities:

Calls for service (Incidents) for December were 1184. Quick Calls for December were 548. Motor vehicle summons in December were 304. 1 M.I.T. checkpoint was conducted in December.

The detective division had 52 open cases as of 1/1/17. 11 new cases were opened in December and 7 were cleared or closed. Please refer to Lieutenant Roger's reports for further details.

Respectfully,

Chief Joseph Otto

**Other:** The Detective Bureau is investigating the theft of two motor vehicles, one of which was recovered in Camden County. The Bureau is also investigating the theft of \$18,000 from one of the hotels. The Bureau is presently investigating three burglaries to parked motor vehicles. Some of the property has been recovered and returned to the rightful owners.

**The Bureau is investigating the death of an individual as the result of a suspected heroin overdose.**

**The Bureau responded to the home of a subject that committed suicide by dousing himself with gasoline before lighting himself on fire.**

**Training: No training was attended during the month of December.**

**Respectfully,**

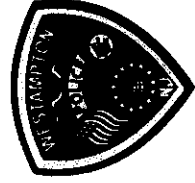
**Roger J. Rogers  
Lieutenant**

## New Detective Cases – December 2016

Unattended/suspicious death:	2
MV Theft:	2
Burglary:	3
Fraud:	2
Theft:	1
Shoplifting:	2

# Westampton Township Police Department Vehicle Mileage Report: December 2016

Veh#	Tag	VIN	Year	Make	Model	Unit	End	Start	Patrol	Unmarked	
01	177728MG	1FM5K8AR3FGC68693	2015	Ford	Interceptor	K-9	10,035	8,995	1,040		
02	177729MG	1FM5K8AR1FGC68692	2015	Ford	Interceptor	Patrol	14,399	13,081	1,318		
03	MG96567	2C3CDXAG5DH55196	2013	Dodge	Charger	K-9	61,701	61,112	589		
04	17730MG	1FM5K8ARXFGC68691	2015	Ford	Interceptor	Patrol	15,951	15,067	884		
05	Temp Tag	2C3CDXAT0EH367488	2014	Dodge	Charger	Patrol	4,983	3,373	1,610		
06	MG93120	2C3CDXAG9CH264702	2012	Dodge	Charger	Patrol	89,471	88,115	1356		
07	MG93119	2C3CDXAG0CH264703	2012	Dodge	Charger	Patrol	77,444	76,787	657		
08	MG91779	1FMJU1G54CEF52247	2012	Ford	Expedition	Patrol	66,812	66,069	743		
09	MG91778	1FMJU1G56CEF52248	2012	Ford	Expedition	Patrol	72,892	71,515	1377		
10	MG91777	1FMJU1G58CEF52249	2012	Ford	Expedition	Patrol	82,924	81,645	1279		
2701	MG80119	2FAFP71V68X152487	2008	Ford	Crown Vic	Patrol	113,420	113,301	119		
2708	MG71977	2FAHP71W66X134683	2006	Ford	Crown Vic	Patrol	120,705	120,639	66		
U/C	NAD33A	1FAFP55U02A184048	2002	Ford	Taurus	Admin	115,697	115,649	48		
Chief	PUL31Z	1GNSK3EC4FR594255	2015	Chevy	Tahoe	Chief Otto	14,908	14,403		505	
Admin	D19AYE	1FMEU72E26UB62754	2006	Ford	Explorer	Lt. Ent	109,099	108,787		312	
Admin	LCT11T	1FMPU16L72LA95275	2002	Ford	Expedition	Lt. Ferguson	171,355	170,985		370	
DB1	RGK30E	2B3KA4ET99H642133	2009	Dodge	Charger	Lt. Rogers	111,607	111,316		291	
DB2	D88EAD	1J8HG48KX7C654680	2008	Jeep	Commander	Det. Austin	151,868	151,427		441	
DB3	GJU74F	2G1WF55E6Y9376044	2000	Chevy	Impala	Det. Chieffalo	92,417	91,986		431	
							Patrol		11086		
							Unmarked				2350
							<b>Total Mileage</b>				<b>13436</b>



Prepared by: Chief Otto  
Date: 1/1/2017

## Westampton Township Police Department Year 2016

	January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Arson	0	0	0	0	0	0	0	0	0	0	1	0	1
Traffic Summons	325	445	429	547	521	537	314	239	370	323	339	304	4693
Motor Vehicle Accidents	45	43	47	41	41	43	37	33	34	45	43	31	483
Assaults	4	1	3	2	8	11	2	3	8	8	2	0	52
Domestics	13	9	5	11	15	12	10	5	4	16	8	5	113
Rapes	0	0	0	2	1	0	0	0	2	1	0	1	7
Homicides	0	0	0	0	0	0	0	0	0	0	0	0	0
Larceny	10	3	9	4	6	9	10	28	7	8	6	13	113
Motor Vehicle Thefts	1	0	0	1	1	1	0	3	1	0	0	2	10
Burglaries	1	0	1	3	1	0	1	1	2	3	2	2	17
Adult Arrests	40	49	45	46	55	66	43	56	58	53	28	45	584
Juvenile Arrests	2	1	1	0	11	4	1	2	2	1	0	1	26
Robberies	2	0	0	0	1	0	1	2	0	0	0	0	6
Incidents	1114	1052	1010	1238	1333	1337	1371	1261	1180	1217	1207	1184	14504
Quick Calls	433	521	503	712	740	364	495	374	540	499	426	548	6155





## Westampton Township Police Department Year 2015

	January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Summons	628	623	528	560	645	481	565	704	464	552	452	339	6541
Motor Vehicle Accidents	44	29	57	30	39	30	44	28	40	28	44	48	461
Assaults	5	1	8	4	13	6	2	1	6	8	4	4	62
Domestics	6	11	11	15	17	7	8	5	13	7	12	9	121
Rapes	0	0	0	0	0	0	3	1	2	1	0	0	7
Homicides	0	0	0	0	0	0	0	0	0	0	0	0	0
Larceny	11	9	13	12	9	11	12	10	8	8	13	10	126
Motor Vehicle Thefts	2	0	0	1	0	0	0	1	0	0	0	0	4
Burglaries	1	0	0	1	2	0	1	0	3	2	0	3	13
Adult Arrests	51	74	58	68	56	36	66	65	62	49	37	35	657
Juvenile Arrests	3	1	1	2	1	5	0	1	2	0	1	5	22
Robberies	0	0	0	0	1	0	1	0	0	0	0	0	2
Incidents	1190	1152	1162	1171	1202	1117	1133	1150	1141	1221	1119	1128	13886
Quick Calls	795	853	533	591	856	619	757	835	665	742	564	499	8309



# 2016

# STATE OF THE FUND

**Burlington County  
Municipal Joint  
Insurance  
Fund**



**South Jersey Communities Securing Their Future**

*Celebrating the Power of Partnership - Success in Shared Services*

## MEMBER MUNICIPALITIES



*Bass River Township*  
*Beverly City*  
*Bordentown City*  
*Bordentown Township*  
*Chesterfield Township*  
*Delanco Township*  
*Delran Township*  
*Edgewater Park Township*  
*Fieldsboro Borough*  
*Florence Township*  
*Hainesport Township*  
*Lumberton Township*  
*Mansfield Township*  
*Medford Township*  
*Mt. Laurel Township*  
*North Hanover Township*  
*Palmyra Borough*  
*Pemberton Borough*  
*Pemberton Township*  
*Riverside Township*  
*Shamong Township*  
*Southampton Township*  
*Springfield Township*  
*Tabernacle Township*  
*Westampton Township*  
*Woodland Township*  
*Wrightstown Borough*

## MESSAGE FROM THE JIF'S CHAIRPERSON

The Burlington County Joint Insurance Fund's (BURLCO JIF) mission is to unite municipalities in order to achieve savings and stability through comprehensive insurance, safety and claims management programs dedicated to reducing public sector risks. Our fund has been providing this service for 25 years and has grown in membership from the original ten to a total of twenty-seven member municipalities in 2016.

Over the years many decisions have been made that have assisted in minimizing risks to member municipalities and have resulted in the development of programs such as the Safety Incentive Program. This program encourages the members to meet certain safety criteria while in return, awarding their accomplishments with safety tools and equipment. The BURLCO JIF strives to provide seminars and training opportunities for managers & supervisors, police personnel, elected officials while also offering EPL training programs. The BURLCO JIF's commitment to training and offering additional resources towards controlling risk are examples of ways the BURLCO JIF has contributed to the reduction of public sector risks from its inception.

Our member municipalities along with our professionals have always understood that the BURLCO JIF's continued success means providing stronger and more relevant programs. Our technology risk audit program evaluates our member municipality's data systems and those found risks that have been identified are being reported back to our members. Addressing these findings will ultimately help to minimize the costly effects of cyber-attacks now and in the future.

In addition to improving and implementing more relevant programs, our success has been driven by providing better safety opportunities. Over the last three years, members have been participating through our on-line training programs. The participation rate has increased nearly 57% over this period. The BURLCO JIF's commitment to training and providing additional resources towards risk management are some reasons why our members continue to benefit from the release of surplus each year. In 2016, The BURLCO JIF released \$600,000 in surplus to its members.

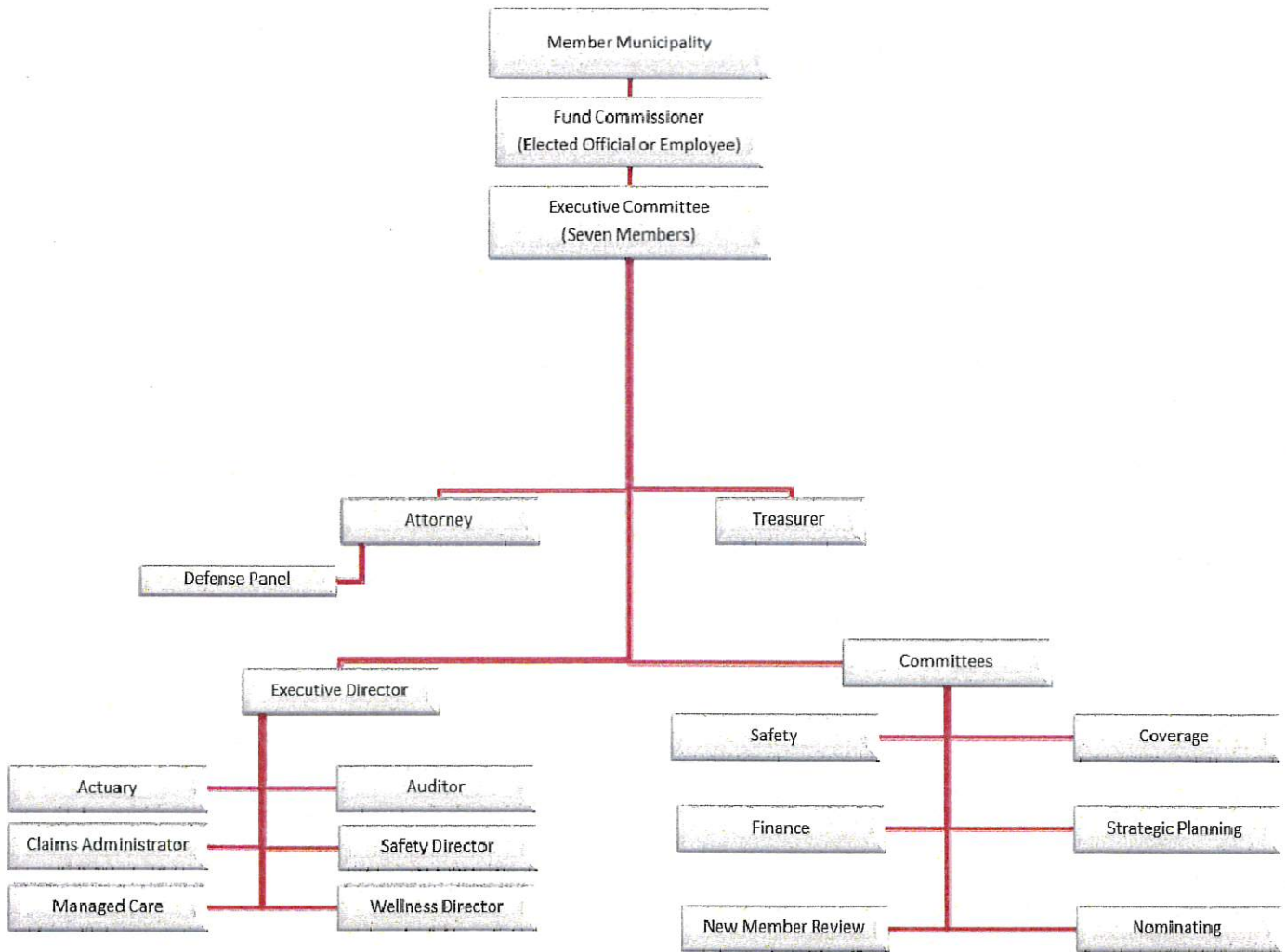
But none of these programs would work if there was no involvement from the membership. The keys to our success are participation and understanding how the JIF functions. Continued participation by Fund Commissioners and support of our professionals is an important part of why we are so good at what we do. The BURLCO JIF is in a position to continue facing the challenges of providing cost efficient property and casualty coverage to our local governments.

I would like to personally thank all the members and professionals along with everyone who has served in the past to make our fund successful.

Thank you,  
Mike Mansdoerfer  
BURLCO JIF Chairperson  
Township Committee Member, Lumberton Township

# JIF ORGANIZATIONAL STRUCTURE

JIF members are represented on an Executive Committee that manages the Fund, paying claims and investing its assets. The fund hires professionals such as an administrator, safety director and specially qualified claims attorneys to assist members in the daily operations of the JIF. Additional details and a list of individuals in the various positions can be found on the JIF website, [www.burlcojif.org](http://www.burlcojif.org)



# JIF LEADERSHIP

## EXECUTIVE COMMITTEE

The Executive Committee serves as the Governing Body of the Fund with five elected Fund Commissioners serving along with the Chairperson and the Secretary of the Fund. During their terms of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners as expressly provided by these Bylaws.

Member	Executive Committee	Role	Member	Executive Committee	Role
Lumberton Township	Michael Mansdoerfer	Fund Chair	Florence Township	Richard Brook	Alt. 1
Springfield Township	Paul Keller	Fund Secretary	Shamong Township	David Matchett	Alt. 2
Riverside Township	Meghan Jack	Executive Committee	Palmyra Borough	John Gural	Alt. 3
Tabernacle Township	Douglas Cramer	Executive Committee	Pemberton Township	Dennis Gonzalez	Alt. 4
Delran Township	Jeffrey Hatcher	Executive Committee	Delanco Township	Mike Templeton	Alt. 5
Chesterfield Township	Glenn McMahon	Executive Committee	Wrightstown Borough	James Ingling	Alt. 6
Mount Laurel Township	Meredith Tomczyk	Executive Committee	Beverly City	Rich Wolbert	Alt. 7

## FUND COMMISSIONERS

This is an appointed position and candidates may be either a member of the governing body or a municipal employee. Fund Commissioners are generally responsible for the operation of the Fund in accordance with the Fund Bylaws and all applicable statutes and regulations. The Fund Commissioner is responsible for acting as a liaison between the member municipality and the Fund. Each member municipality may also appoint an Alternate Fund Commissioner to attend meetings in the absence of the member's regular Fund Commissioner.

## CLAIMS COORDINATORS

Each member municipality in the Fund appoints a Claims Coordinator. It is the responsibility of the Claims Coordinator to oversee the reporting of claims within the municipality and serve as a liaison between the municipality, the Claims Administrator (TPA), and the Managed Care Organization (MCO). The Claims Coordinator can be very effective in controlling the ultimate cost and outcome of claims.

## SAFETY COORDINATORS

The Safety Coordinator is appointed by the municipality to oversee the member's safety efforts and act as a liaison between the municipality, the JIF Safety Director and other outside agencies.

# JIF LEADERSHIP

## FUND COMMITTEES

All individuals who serve on Fund Committees are from the Member Municipalities to ensure that decisions and policies of the BURLCO JIF are member driven.

### ***FINANCE COMMITTEE***

The Finance Committee serves as the focal point for communication between the Fund's Commissioners and the JIF's Professionals for the development of an annual budget. The Finance Committee works with the JIF's Actuary and with the Fund's Professionals and committees as necessary to develop claims funding, expense funding and funding for special programs. The Finance Committee recommends budget, dividend, and assessment strategies that make sense in the world of municipal finance. In addition, they meet with the JIF Auditor to review the financial position and recommend the return of surplus to the Members.

### ***STRATEGIC PLANNING COMMITTEE***

The Strategic Planning serves as the focal point for communication between the Administrator, the Fund Commissioners, and any other professionals regarding long range strategies which should be pursued in order to ensure the integrity, growth, and viability of the JIF. The committee advises the Executive Committee regarding long term strategies and planning considerations. The Strategic Planning Committee recommends programs designed to keep the JIF membership informed and up to date on current issues.

### ***NEW MEMBER REVIEW COMMITTEE***

The New Member Review Committee is made up of the Chairs of all standing committees of the JIF. The members of the committee review applications from municipalities who wish to become members of the JIF for compliance with membership criteria including safety programs and risk factors. The committee makes a recommendation to the general Fund membership as to the acceptability of prospective members.

### ***SAFETY COMMITTEE***

The Safety Committee serves as a focal point for communication between the JIF, the Executive Director, the Safety Director and the member municipalities. The function of the Committee is advisory in nature and is not intended to infringe upon the responsibility of the Safety Director or employees of member towns. The Safety Committee advises the Executive Committee on safety policies, performance of municipalities in terms of safety, and of the individual firms responsible for reporting on same. The Safety Committee works with the Executive Director and the Safety Director in attempting to identify services which may be provided by the JIF to member municipalities in order to reduce the risks of accidents. Safety Committee members review professional reports that identify claims trends and recommend loss prevention programs that work in a municipal environment to prevent future claims.

### ***COVERAGE COMMITTEE***

The Coverage Committee serves as a focal point for discussion on issues pertaining to coverage, underwriting, and reinsurance. The Coverage Committee advises the Executive Committee on issues pertaining to coverage requirements of members of the JIF, coverage issues in the insurance industry which should be addressed by the JIF, the efficiency and clarity of the JIF in addressing areas of insurance outside of its normal purview, retention and reinsurance issues, and underwriting guidelines.

### ***NOMINATING COMMITTEE***

The Nominating Committee is made up of the Chairs of all standing Committee's of the Fund, the two most recent past Fund Chairs still serving as a Fund Commissioner, and two members at large chosen by the sitting Fund Chair. The Nominating Committee shall be charged with reviewing and nominating candidates for presentation in the event of a need to elect officers to the Executive Committee.

## MESSAGE FROM THE EXECUTIVE DIRECTOR



Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

January 1, 2017 marks 25 years since the establishment of the Burlington County Municipal Joint Insurance Fund (BURLCO JIF). This anniversary marks a significant achievement in the quest for shared services intended to save taxpayer dollars while providing benefits that could not be individually negotiated.

What have we accomplished over these 25 years? In my opinion, we have provided a program that delivers very broad coverage with a team of outstanding professionals who deliver value added services for municipalities that maintain stringent loss control and risk management standards.

This did not happen overnight. In fact, the JIF's initial mission was to respond to an insurance crisis that dried up much needed insurance coverage and drove premiums to unprecedented levels. What we soon learned, however, was that by practicing loss control and adopting sound risk management techniques municipalities could control their insurance costs and create a safer environment for their employees and residents. Lower premiums are a tangible benefit of our hard work and dividend returns in excess of \$7.32 million dollars, inclusive of MEL dividends, confirms our efforts. But the BURLCO JIF measures success not just in terms of dollars and cents but also in the number of lives saved and accidents prevented when municipal officials place an emphasis on workplace safety.

Today the BURLCO JIF stands as the most successful example of inter-local cooperation in the region and continues to evolve and respond to emerging risks and the needs of its members. The risk of cyberattacks was addressed with the addition of cyber insurance coverage and completion of an individual cyber risk assessment for each of our members. Rather than shying away from the emergent risk of drones, we amended our aircraft coverage to include coverage for non-owned drones and are working on the implementation of full coverage for owned drones in 2017. In addition, we are among a small handful of JIFs that recognize the positive impact that wellness has on employee injury and recovery rates.

My greatest challenge as your Executive Director is to make sure that the BURLCO JIF remains relevant to our new generation of elected officials, administrators, and staff. While our reason for creating the JIF 25 years ago has merit, it will not sustain us if we do not adapt to the present realities of budget, staff, and facilities constraints. I am constantly reminded that we are not the only game in town. We must give our elected officials compelling reasons to look at the BURLCO JIF as a partner in their efforts to control costs and provide a safer workplace and community for their residents.

Paul J. Miola, CPCU, ARM  
Arthur J. Gallagher & Co.  
2016 Executive Director for the BURLCO JIF



## FINANCIALS: HIGHLIGHTS

### 2016 Financial Highlights

- Flat 2016 Budget
- All Member Programs remain intact
- Implementation of Wellness Incentive Program
- Continued use of the Renewal Revaluation Program benefiting 7 Members
- Continued use of the Retrospective Program incentivizing 2 Members to perform better
- Continuing with a \$300,000 SIR for Workers' Compensation & Liability claims
- Increase Property SIR to \$100,000

### 2017 Financial Vision

- JIF Budget (LF & OE) -2.48% decrease over 2016 (-\$125,247)
  - Maintaining all Member benefits
- MEL, EPL/POL, EJIF Budget 2.44% increase over 2016 (\$63,284)
- Overall Budget (less RMCs) **-0.81% decrease** over 2016 (-\$61,963)

## AUDIT ANALYSIS

### Historical Operating Results Summary

All Fund Years (as of 9/30/2016)

	Total
Earned Contributions & MEL / RCF Dividends	\$96,027,453
Claims Paid (Net of Subrogation) & RCF Premiums	(30,906,149)
Excess Recoveries	164,333
Excess Insurance Premiums Paid	(25,566,365)
Operating Expenses Paid	(16,035,967)
Residual Claims Fund Premiums Paid	(4,280,870)
Total Payments	(76,625,018)
Position After Expenses	19,402,435
Investment Income (per Treasurer)	3,681,709
Transfers	-
Return of Surplus	(6,596,718)
<b>CASH POSITION</b>	<b>\$16,487,427</b>
Case Reserves	(3,709,756)
Position After Case Reserves	12,777,671
IBNR Reserves	(2,330,927)
Aggregate Excess Recoverable	-
<b>Net Current Surplus</b>	<b>10,446,744</b>

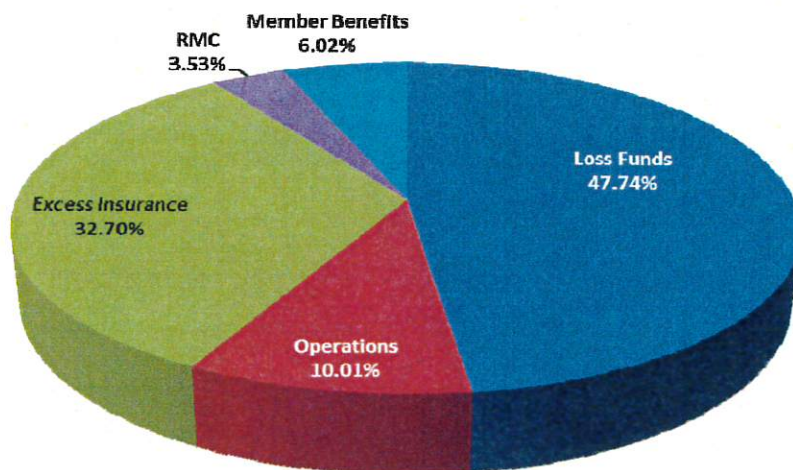
## FINANCIALS: FINANCIAL AUDIT RESULTS

The BURLCO JIF increased total assets 9.3% and its net position by 1.2% in 2015. It was also able to adopt a flat 2016 budget. The JIF outperforms competing JIFs in every category but especially where it counts - FINANCIAL STRENGTH! Because of the member's commitment to loss control and claims management, the BURLCO JIF has the assets and surplus to pay Member claims both today, and in the years to come! **Remember: It doesn't matter who insures you until it does!**

Net Position Summary	12/31/2015	12/31/2014	Change Percentage
<b>Assets</b>			
Cash & Cash Equivalents	\$10,452,870	\$8,986,243	16.3%
Investments	5,500,615	5,494,155	0.1%
Other Assets	731,125	788,958	-7.3%
<b>Total Assets</b>	<b>16,684,610</b>	<b>15,269,356</b>	<b>9.3%</b>
<b>Liabilities &amp; Net Position</b>			
<b>Liabilities</b>			
Loss Reserves	6,065,295	4,954,189	22.4%
Other Liabilities & Reserves	803,476	619,241	29.8%
<b>Total Liabilities</b>	<b>6,868,771</b>	<b>5,573,430</b>	<b>23.2%</b>
<b>Net Position - Unrestricted</b>	<b>\$9,815,839</b>	<b>\$9,695,926</b>	<b>1.2%</b>

## 2016 BUDGET

The pie chart displayed below demonstrates the efficiency of the JIF program. A percentage of the JIF's budget pays for member claims within the JIF Self Insured Retention of \$300,000 for workers' compensation and liability and \$100,000 for property. Once a claim exceeds the local JIF level, the financial responsibility falls to the Municipal Excess Liability Joint Insurance Fund (MEL). The chart below illustrates the allocation of member dollars to JIF expenses. The JIF never relinquishes control over the claim; however, claims experts at the MEL level monitor the more difficult large claims that occur and provide guidance on their disposition.



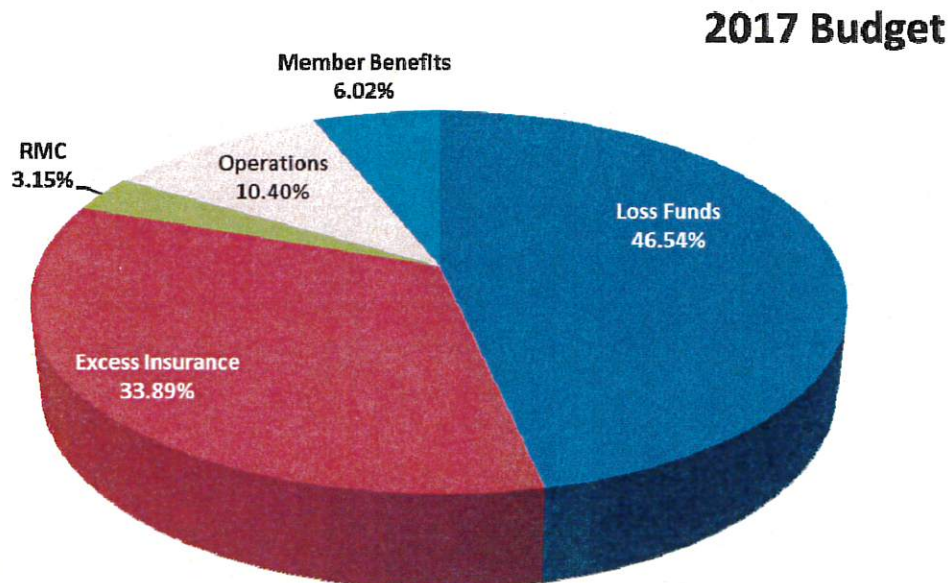
# FINANCIALS: 2017 BUDGET, ASSESSMENT & STRATEGY

## 2017 BUDGET HIGHLIGHTS

The JIF budget is made up of five components:

- **Loss Funds** – The amount needed to pay claims within the JIF’s SIR
- **Operations** - Expenses in which are related to the operation of the JIF
- **Member Programs** – Consists of member program benefit costs
- **Excess Insurance Costs** – Premiums paid for reinsurance or direct insurance purchases
- **RMC Fees** - Consists of risk management consultant fees

The **Loss Funds** are calculated by the Fund Actuary based upon historical claims and exposure trends and make up almost one half (**46.54%**) of the JIF’s budget. **Excess Insurance Costs (33.89%)** provide coverage through the membership of the Fund in the Municipal Excess Liability Joint Insurance Fund (MEL) which uses the joint purchasing power of 19 NJ JIFs to negotiate the lowest possible rates. These costs also include coverage for Environmental Impairment Liability Coverage through the Fund’s membership in the EJIF. **Operating Expenses** comprise **10.40%** of the fund’s budget and are kept at a reasonable level under the watchful eye of the Finance Committee. *For 2017, the overall budget is a decrease of -0.81%.*



Once the Finance Committee agrees to a draft budget the task of allocating member shares begins. Using the previous year’s premium as a base, member allocations are adjusted based upon their claims history. Members with fewer claims costs as compared to their premiums (loss ratio) over a six year period are rewarded with lower premium modifications than members with higher loss ratios. In order to maintain relativity among the members, the Fund Actuary re-prices each member once every three years, and if necessary, an additional modification factor is applied to bring members’ premiums in line with their relative exposure and claims experience.

Beginning in 2011, several members with unusually poor claims history were placed in a loss sensitive program in which they are charged a set premium and their final premium is determined by the claims they actually incur. This has the effect of maintaining a stable base premium for the member and only paying more if their claims continue to escalate. The resulting benefit to the remaining members is lower premiums and member equity.

# FINANCIALS: DIVIDENDS & RECOVERIES

## DIVIDENDS

Because the JIF is a public entity owned and controlled by the member municipalities all premiums collected by the JIF, not spent on losses and other program expenses are returned to the members with interest! In 2016, **\$600,000** was returned, which was \$50,000 more than 2015. In total, **\$7.32 million\*** has been returned to BURLCO JIF members since inception. Listed below is the historical dividend distribution grand total by Member.

\*includes additional dividends issued directly to Members by the MEL

Member	Total Surplus
BASS RIVER TOWNSHIP	7,565
BEVERLY CITY	269,765
BORDENTOWN CITY	29,301
BORDENTOWN TOWNSHIP	20,432
CHESTERFIELD TOWNSHIP	42,709
DELANCO TOWNSHIP	376,841
DELRAN TOWNSHIP	885,244
EDGEWATER PARK TOWNSHIP	100,681
FLORENCE TOWNSHIP	955,216
HAINESPORT TOWNSHIP	280,542
LUMBERTON TOWNSHIP	850,569
MANSFIELD TOWNSHIP	344,997
MEDFORD TOWNSHIP	1,617,183

Member	Total Surplus
MOUNT LAUREL TOWNSHIP	235,730
NORTH HANOVER TOWNSHIP	10,906
PALMYRA BOROUGH	2,767
PEMBERTON BOROUGH	5,707
RIVERSIDE TOWNSHIP	632,720
SHAMONG TOWNSHIP	200,049
SOUTHAMPTON TOWNSHIP	95,299
SPRINGFIELD TOWNSHIP	57,940
TABERNACLE TOWNSHIP	51,135
WESTAMPTON TOWNSHIP	105,216
WOODLAND TOWNSHIP	884
WRIGHTSTOWN BOROUGH	3,896

## SUBROGATION

Subrogation refers to an insurance company seeking reimbursement from the person or entity legally responsible for a claim after the insurer has paid out money on behalf of its insured. This could include any money paid out for property damage, medical costs, deductible amounts, diminished value, pain and suffering, loss of consortium, etc. In an effort to effectively pursue subrogation, it is important to properly identify possible contractors, manufacturers, installers, suppliers, designers, subcontractors, etc. The JIF recommends that each municipality retain purchasing records, invoices, manufacturer's recommendations, specifications, instructions, damaged equipment, change orders, etc. so that this identification can be made promptly and responsible parties placed on notice. It is also very important to retain all contracts, Certificates of Insurance & Hold Harmless Agreements, so that the insuring party can also be placed directly on notice of lien rights. All documents should have consistent language throughout any additions, deletions or changes.

### Recoveries:

For the Year of 2016 (valued as of 9/30/2016):

**\$ 166,365**

All Years:

**\$ 1,020,000+**

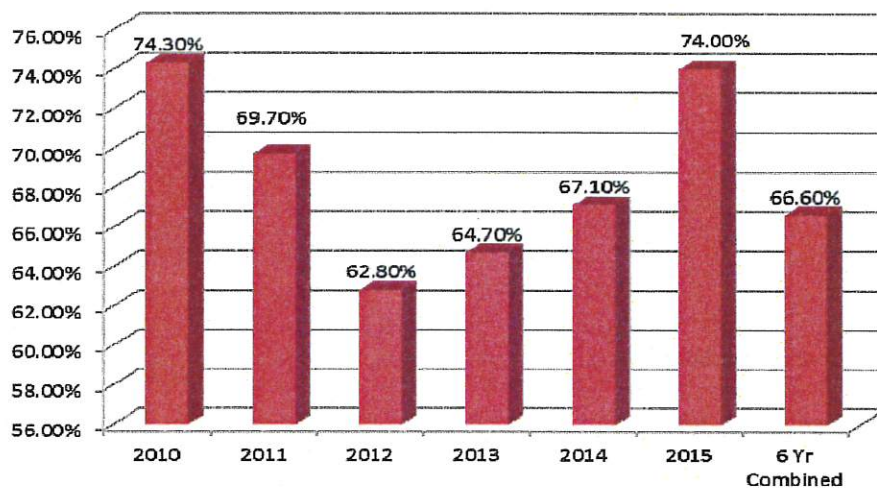
## CLAIMS: CLAIMS DATA

As the charts below illustrate, 41% of claims are workers' compensation claims but they account for 74% of the JIF's claims dollars. Upon joining the JIF, every member is required to appoint a Claims Coordinator who serves as a point of contact between the member and the JIF Claims Administrator. Special training and a Claims Coordinator Handbook is provided to your Claims Coordinator so that they are prepared to handle any claims situation that arises within your town.

The JIF's Workers' Compensation Claims Adjusters are assigned a maximum of 150 files at any given time so that they can focus on working their claims to achieve the best possible results.

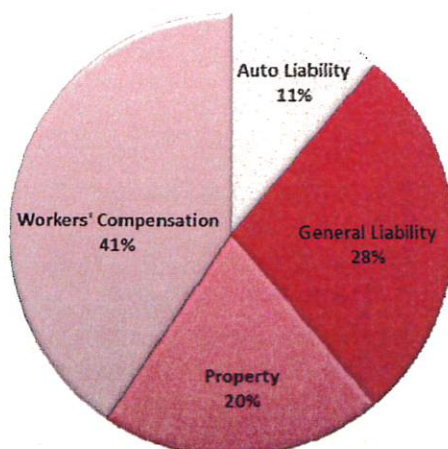
The JIF also employs the services of the very best defense attorneys in South Jersey to defend the fund's claims. Their knowledge of workers' compensation and tort claims against public entities has resulted in excellent results for the JIF and its members. Comprehensive Litigation Management Guidelines assure the JIF members that their claims are being defended in the most aggressive and cost-effective means possible.

### SIX YEAR LOSS RATIO SUMMARY (valued as of 9-30-16)

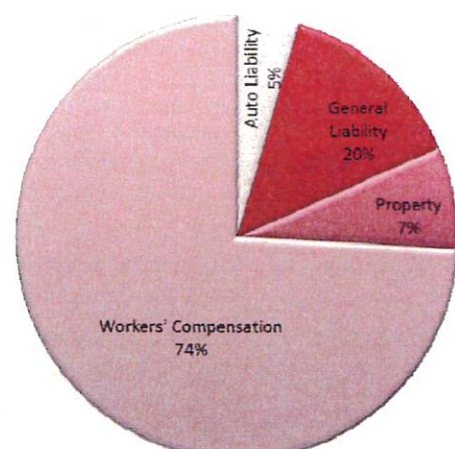


### CLAIMS BY LINE OF COVERAGE Fund Years 2010-2015 (valued as of 9-30-16)

#### Number of Occurrences



#### Total Dollars Incurred



## CLAIMS: MANAGED CARE

Workers' compensation claims account for 74% of claims dollars expended over the past six years. Medical and wage inflation have had a significant impact on the JIF's workers' compensation costs and the JIF must seek every possible way to control costs in this area. The JIF contracts with a managed care provider to assist in this endeavor. Every workers' compensation case reported within 3 days allows the JIF to control the course of the claim from the very start and assure that the best possible medical treatment is provided. The average days to report a workers' compensation claim for the BURLCO JIF from January to October 2016 is 2.3 days. A nurse case manager is assigned to every case and constantly monitors the course of medical treatment to make sure that essential services are delivered on a timely and cost efficient basis. All medical care is delivered through a PPO network of doctors who specialize in occupational injuries and agree to the JIF's rate schedule. Over 90% of medical services are delivered through network facilities resulting in significant savings as illustrated below. On a final note, the JIF's members have wholeheartedly embraced transitional duty thus allowing injured employees to return to work in a productive role while completing their final course of treatment. Dollars saved in disability payments, indemnity costs, and overtime costs can be measured in the hundreds of thousands of dollars.

### MANAGED CARE RESULTS (January - October)

	2015	2016
# Transitional Duty Days:	2,723 (available)	2,673 (available)
	1,761 (worked), 64.7%	1,836 (worked), 68.7%
PPO Provider Charges Penetration Rate:	91.5%	92.5%
PPO Provider Billing Penetration Rate:	96.1%	91.6%
PPO Provider Savings:	61.7%	56.4%
EPO Provider Charges Penetration Rate:	88.6%	90.7%
EPO Provider Billing Penetration Rate:	90.8%	87%
Total Provider Charges:	\$1,550,619	\$1,449,176
Total Repriced (Allowance):	\$588,602	\$631,131
<b>Total Savings:</b>	<b>\$957,494 or 61.7%</b>	<b>\$817,761 or 56.4%</b>
Lost Time/ Medical Only:	13 Lost Time	17 Lost Time
	121 Medical Only	125 Medical Only
	90:10 Medical Only/Lost Time Ratio	88:12 Medical Only/Lost Time Ratio

## WELLNESS INITIATIVES



With the demands of a busy lifestyle, balancing work and family remain a constant challenge for our employees. Often times, effort is placed on responsibilities other than our own well-being; yet we would be most successful in accomplishing these responsibilities if we were at our best mentally and physically.

Over the last four years as your Wellness Director, the message of employee health and safety has gone hand in hand. This effort to bring workplace wellness has become a priority for many of my municipalities with the Joint Insurance Fund. The knowledge that healthier employees result in safer employees, greater productivity and lower claims, has strengthened the efforts to bring these two components seamlessly together and position them both as priority in the workplace.

There have been two main wellness topics of emphasis over the past year: Effects of Stress on our health and Epidemic levels of Diabetes. Stress has and always will be a part of life. Forty-three percent of all adults suffer adverse health effects from stress and 75% of all doctor's office visits are for stress-related ailments and complaints. This year, I conducted several Lunch & Learn workshops to bring awareness to the potentially harmful affects of chronic stress. These workshops focused on the difference between good and bad stress, identifying sources of stress, educating on the impact it has on our employees' well-being and productivity, and most importantly, techniques on how each of us can better manage and function with the stress in our lives.

How we deal with stress in our lives and the choices we make have a direct impact on our risk of developing other chronic conditions. Our choices can lead to Obesity, which has become an epidemic in the United States. The fact is that the rate of obesity is increasing 1% per year across the globe, while diabetes is increasing at 4% per year. What is causing this shift to occur? Typically, it is from our lifestyle choices! Stress, nutrition, physical activity (or lack thereof) and sleep deprivation all influence our chances of developing Type 2 Diabetes. My goal this year was to bring awareness to the rising number of people with pre-diabetes and educating our employees on simple lifestyle changes they can incorporate in their lives to delay or even prevent this condition from progressing to Type 2 Diabetes. Through the educational lunch and learn presentations held at several municipalities, emphasis was placed on bringing a heightened awareness to pre-diabetes, motivating employees to seek healthier lifestyle options and encouraging them to take back control to reduce their chances of getting diabetes in the future.

### **NEW IN 2016**

**The Firefighters Ad Hoc Committee** was established this year with the purpose of gathering input from the Burlington County JIF Fire Chief's on specific issues and concerns facing their firefighters as it pertains to their health and well-being. The goal was to bring resources and support for dealing with these issues, realizing that changes need to be implemented slowly.

The components of the program address the following key areas: biometric screening, physical fitness, nutrition, stress management, sleep deprivation, and smoking cessation. Increasing awareness, providing education, and demonstrating easily adoptable lifestyle changes was our focus. The statistics support how important it is for this committee to continue to make strides towards a healthier and safer Fire Department in each of our JIF municipalities.

Participation was low for our first year; however, I am confident with continued efforts and positive results, more fire departments will support our goal and seek the same improvements. This is not a quick fix, but it is vital for the safety and well-being of all our firefighters.

With the availability of **Wellness Incentive Funds** for all participating JIF members, we were able to provide additional services and initiatives typically not offered due to budget constraints. Many municipalities were able to offer their employees incentives and rewards for participating in educational and life-changing events aimed to help put them on a path to well-being. Some of these activities and initiatives include, but are not limited to: Walking and Step Challenges, Healthy Weight for Life Challenges, Lunch and Learn Workshops on various topics, Healthier food choices during meetings and events and Employee Health Fairs.

### **2017 GOALS**

Help municipalities establish a plan of consistency that will bring a clear message to employees of why this is important, help instill trust and increase mindfulness so making healthy choices can become the norm. Focus on making wellness part of the work culture and reinforce confidence in the program, provide an environment that supports health and enable employees to stay empowered to make better choices about their own well-being. Continue to introduce resources that will provide useful health information and perhaps a more holistic approach to health, giving employees guided options for making some difficult lifestyle changes to improve overall well-being. Continue to bring awareness on the benefits of having a healthier lifestyle in the hopes of getting more employees engaged not just participating.

Making healthy choices can be difficult, even with the best of intentions. Demands placed upon us, whether perceived or real, can cause us to make decisions that are not always in our best interest.

Imagine if people lived healthier lives, practiced preventive medicine, and were more productive and happier at work! My goal is to be a vehicle of positive change and in doing so play a part of making this a reality during my professional role as JIF Wellness Director.

*Debby Schiffer, BURLCO JIF Wellness Director*

# SEMINARS, TRAININGS & WORKSHOPS

## **MEL SAFETY INSTITUTE**

The MEL Safety Institute (MSI) was established in 1999 as a way to coordinate the training efforts of 19 local Joint Insurance Funds. The MSI has allowed the JIF to provide significantly more training opportunities to its members at a much lower cost per employee. For approximately \$26 per employee per year, your staff has unlimited access to over 1,200 classes held each year at convenient locations, even your own municipal complex. A total of 574 BURLCO JIF instructor led learning events occurred thru 9/30/2016 and 313 online training have taken place thru 10/31/2016.

## **MSI ONLINE TRAINING**

The MEL MSI has started to develop online training program library of courses. There are 19 online training courses now available for the members to access. Below are some of the training topics available. For a full listing, please visit the MSI website.

• New Employee Orientation	• Lifting Safety
• Department of Public Works	• Office Safety
• Fire Safety	• Crossing Guards
• Defensive Driving	• Bloodborne Pathogen Refresher
• Right to Know Refresher	• Leaf Collection Safety

## **POLICE COMMAND STAFF TRAINING**

As part of the continuing commitment to Police Command Staff Training, the ACM, BURLCO and TRICO JIFs sponsored the bi-annual Police Risk Management Training Seminar for all Chiefs, Deputy Chiefs, Lieutenants, Captains, Sergeants and Corporals. This training opportunity focused on common employee/employer issues including discipline and discharge, promotion procedures, and discrimination and harassment including the Conscientious Employee Protection Act (CEPA) as well as Post Traumatic Stress Syndrome (PTSD).

## **CONFLICT RESOLUTION TRAINING**

In 2016, the JIF hosted multiple seminars, conducted by Janet Pfeiffer, whom is an internationally known speaker, award-winning author and highly sought after seminar leader. Her presentation focused on “The 15 Minute Conflict Resolution Solution” and “The Antidote to Anger; Dealing with Difficult, Angry or Aggressive People”.

## **MANAGERIAL & SUPERVISORY TRAINING SEMINAR**

This bi-annual seminar is intended for all employees who manage or supervise others within a municipality. This training will include information on how managers and supervisors can help reduce accidents in the workplace over time and the importance of safety. It addresses common employee/employer issues including discipline and discharge, and discrimination and harassment.

## **ELECTED OFFICIALS SEMINAR**

Annual seminar extended to the JIF Elected Officials focusing on pertinent issues that challenge municipalities. This year the program will focus on controlling the cost of Public Officials and Employment Practices Liability Claims. Upcoming seminars are listed on the JIF’s website.



# **RISK MANAGEMENT**

## **CYBER AUDIT**

Cyber Audits have been conducted by a 3rd party vendor on all Member Municipality systems. These audits are a 4 fold process of questionnaires, interviews, system evaluations and a conclusive risk report. The cyber audits are focused to identify any weakness in a member's hardware, software and business practices so that the member can address these weaknesses and better protect themselves from technology based losses.

## **CYBER LIABILITY**

Data breaches seem to be on the rise and some could say a daily occurrence. As these events take place, it makes us examine in depth the coverage and protection offered to the Fund's members. As the threats, number of incidents and types of risks have increased, so has the JIF's liability protection.

## **TULIP: TENANT AND USER LIABILITY INSURANCE PROGRAM**

TULIP provides special event insurance for use of member entity facilities by guests, groups, organizations and community members. TULIP allows for a general liability policy to be written in the name of the "tenants" and "users" naming the member entity as additional insured.

## **EXIGIS**

Exigis is a private, customized exposure database management system for the ACM JIF members to manage their exposure data to better control risks.

## **WEBSITE [www.burlcojif.org](http://www.burlcojif.org)**

Members can download monthly agenda packets and meeting minutes, access contact information, JIF policies and procedures for various programs, request certificates of insurance, and obtain vouchers or other important documentation. Announcements and upcoming events are listed directly on the homepage for quick access.

## **JIF MEMBER FORUM**

The JIF Member Forum is a private, secured message board for the JIF Members to come together to share common concerns, ask questions and to connect with other member municipalities. [www.jifmemberforum.org](http://www.jifmemberforum.org)

## **WELLNESS INCENTIVE PROGRAM**

This program is designed to assist members in meeting their own Wellness Objectives by providing financial reimbursement for wellness and health related items and programs geared toward reducing workers' compensation costs.

## **ADDITIONAL FINANCIAL TOOLS**

- Optional Safety Budget (OSB)
- Safety Incentive Programs (SIP)
- EPL Hotline & Training Budget

## **OTHER RISK MANAGEMENT TOOLS**

- Model Indemnification & Hold Harmless Language Agreement
- Certificate of Insurance Guidelines
- EPL Helpline
- Model EPL/POL Policies & Procedures
- Model Municipal Facility Use Agreement
- Police Accreditation Credit

## *Mission Statement*

*We are an organization of municipalities united to achieve savings and stability through comprehensive insurance, safety, and claims management programs dedicated to reducing public sector risk.*

**Westampton Township Historical Society  
P. O. Box 132  
Rancocas, NJ 08073**

**December 19, 2016**

**Westampton Township Committee  
710 Rancocas Road  
Westampton, NJ 08060**

**Re: Annual Report – Rancocas Community Center**

**Dear Committee Members:**

**In accordance with our agreement, we are pleased to report the following activity at the Rancocas Community Center in 2016:**

- 1) The windows have been restored, with the assistance of a grant from the New Jersey Historic Trust. The work consisted of sash removal, paint stripped, sashes and frames repaired, weights re-hung and painted. All storm windows were repaired and weather stripping replaced.**
- 2) The parking area was re-stoned.**
- 3) The gutter and downspouts were replaced along the East side porch.**
- 4) The water heater was replaced.**
- 5) Fundraising via Rancocas Civic Association sponsored Ham Dinners and rentals of the first floor offset the cost of maintaining and operating the facility.**
- 6) In order to comply with current fire codes, we will be making a number of changes, such as installing a fire barrier between the front foyer and the stairwell leading to the second floor, reversing the front doors, so that they open out, and removing any existing wood paneling throughout the building.**
- 7) Our liability insurance policy is fully paidup and in force.**

**Should you have any questions, we will be pleased to address them at that time.**

**Respectfully,**

**Westampton Township Historical Society  
Norman C. Miller, Jr.  
President**

**Exploring our past and enjoying our present!**

TOWNSHIP OF WESTAMPTON

APPROVING PAYMENT OF VOUCHERS  
FOR THE PERIOD ENDING 1/13/17

RESOLUTION NO. 38-17

WHEREAS, the Township is in receipt of various vouchers submitted by vendors and/or other claimants for goods rendered and/or services provided to the Township; and

WHEREAS, the Chief Financial Officer has certified that there exists a line item appropriation against which each claim shall be charged and that there are sufficient funds available for the payment of each voucher; and

WHEREAS, each voucher contains a certification of a department head, or duly designated representative having personal knowledge of the facts that the goods have been provided or services rendered to the Township and that the goods or services are consistent with prior authorizations; and

WHEREAS, a list of all conforming claims which have been approved by the Chief Financial Officer has been prepared and reviewed by the Township Committee and is appended hereto as Exhibit A.

NOW BE IT RESOLVED that the Committee for the Township of Westampton for the reasons set forth above hereby approves the payment of the vouchers set forth on the attached Exhibit A and this Resolution shall be recorded as part of the minutes of this meeting and shall upon approval be open to the public.

TOWNSHIP OF WESTAMPTON  
TALLOWOOD DRIVE & GREENWICH DRIVE  
PROJECT GRANT

RESOLUTION NO. 39-17

WHEREAS, the Westampton Township Committee desires to apply for funds through the New Jersey Department of Transportation (NJDOT), Municipal Aid Program; and

WHEREAS, the Westampton Township Committee acknowledges the importance of the reconstruction and maintenance of municipal roadways, specifically Tallowood Drive & Greenwich Drive;

NOW, THEREFORE, BE IT RESOLVED that the Westampton Township Committee formally approves the grant application for the above stated project;

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2017-FY' 2017 NJDOT Trust fund Resurfacing of Tallowood Drive & Greenwich Drive – 00073 to the New Jersey Department of Transportation on behalf of the Township of Westampton;

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement of behalf of Westampton Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

TOWNSHIP OF WESTAMPTON

RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
THE AFSCME COLLECTIVE BARGAINING AGREEMENT

RESOLUTION NO. 40-17

WHEREAS, the Township of Westampton and the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71 Local 3827A ("AFSCME") have reached a collective bargaining agreement; and

WHEREAS, the parties have negotiated as to the terms of a collective bargaining agreement for a four (4) year period commencing on January 1, 2016 through December 31, 2019; and

WHEREAS, AFSCME has ratified the terms of such an agreement; and

WHEREAS, the Westampton Township Committee agreed in principal through Resolution 106-16 on November 7, 2016 after review and recommendation for approval by Labor Counsel, the Township Administrator, and the Township Committee Negotiations Subcommittee; and

WHEREAS, Resolution 106-16 authorized the Committee's Labor Counsel, Capehart and Scatchard, P.A. to draft the final agreement incorporating the negotiated and agreed upon terms which have been reviewed and approved by both parties.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Westampton in the County of Burlington, New Jersey, that the collective bargaining between the Township of Westampton and the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71 Local 3827A ("AFSCME"), a copy of which is attached hereto and incorporated herein in its entirety as if set forth at length herein for a four (4) year period commencing on January 1, 2016, through December 31, 2019 is hereby approved, and

BE IT FURTHER RESOLVED, by the Township Committee hereby authorizes the Mayor to sign the AFSCME collective bargaining agreement that was effective the 7<sup>th</sup> of November 2016.

AGREEMENT

BETWEEN

THE TOWNSHIP OF WESTAMPTON  
BURLINGTON COUNTY, NEW JERSEY

AND

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

LOCAL 3827A

JANUARY 1, 2016 TO DECEMBER 31, 2020

**TABLE OF CONTENTS**

PREAMBLE .....4

ARTICLE I - RECOGNITION .....5

ARTICLE II - CHECK OFF .....7

ARTICLE III - GRIEVANCE PROCEDURE.....9

ARBITRATION PROCEDURE.....10

ARTICLE IV - EMPLOYEE RIGHTS .....12

ARTICLE V - MANAGEMENT'S RIGHTS.....13

ARTICLE VI - SENIORITY .....15

ARTICLE VII - DISCIPLINARY ACTION.....16

ARTICLE VIII - JOB POSTING .....18

ARTICLE IX - OVERTIME .....19

CALL-IN TIME.....21

ARTICLE X - HOURS OF WORK.....22

ARTICLE XI - UNION VISITATION/BUSINESS.....23

ARTICLE XII - SICK LEAVE .....24

ARTICLE XIII - BEREAVEMENT LEAVE.....27

ARTICLE XIV - INSURANCE COVERAGE .....29

ARTICLE XV - INJURY ON THE JOB, WORKMAN'S COMPENSATION.....30

ARTICLE XVI - EMPLOYEE'S EXPENSES.....32

ARTICLE XVII - JURY DUTY.....34

ARTICLE XVIII - HOLIDAYS.....35

ARTICLE XIX - VACATION LEAVE.....37



ARTICLE XX - COMPENSATION.....40  
ARTICLE XXI - STIPENDS.....43  
ARTICLE XXI - MISCELLANEOUS.....44  
STEP CHART.....45

## **PREAMBLE**

The Contract made between the (Westampton Township) (hereinafter referred to as the "Employer") and (District Council 71, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3827A, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be JANUARY 1, 2016 to DECEMBER 31, 2020.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council 71 as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856) 512-2193, and the Local 3827A. This will occur simultaneously as the employee is served.

## ARTICLE I - RECOGNITION

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

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

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

C. Probationary period is defined as that interval of time an employee performs job responsibilities for ninety (90) days, wherein he/she is evaluated for continued employment with Township, as a regular employee. Said employee, upon successful

completion shall have a starting date, effective his/her first day of employment as a probationary. The probationary employee shall not be subject to the terms and conditions of this contract until successful completion of the probationary period and hiring by the Township.

## ARTICLE II - CHECK OFF

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

Union membership dues, fees and assessments. The Union shall indemnify and hold harmless the Township for all costs and expenses incurred by the Township for any challenges which arise as a result of the representation fee set forth herein.

### **ARTICLE III - GRIEVANCE PROCEDURE**

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

#### **STEP ONE**

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

#### **STEP TWO**

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

#### **STEP THREE**

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

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

### **ARBITRATION PROCEDURE**

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

B. A request will be made by the Union to PERC to submit a roster of personnel qualified to function as an arbitrator in the dispute in question.

C. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) working days of the initial request for arbitration, PERC will be requested by either party to designate an arbitrator.

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

E. The parties direct that the arbitrator shall be limited to consideration of allegations of express violations of specific provisions of this agreement. In no manner shall the arbitrator consider any other matter.

F. The arbitrator shall be directed to issue his/her decision in writing within thirty (30) days after the conclusion of testimony and argument. The recommendations of the arbitrator shall be final and binding on both parties.



G. The costs of arbitration shall be paid jointly by the parties, each paying one-half (1/2) thereof. No employee shall be denied his compensation for his/her appearance as a witness in accordance with Article.

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

#### **ARTICLE IV – EMPLOYEE’S RIGHT**

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

## **ARTICLE V — MANAGEMENT'S RIGHTS**

A. The Township of Westampton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of The Township, the adoption of policies, rules regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. S. 40A, or any other national, state, county or local laws or regulations.

D. In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions exist, an employee with the greatest amount of seniority shall be considered, provided he has the ability to perform the work involved.

E. The Employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability).

F. Notwithstanding anything above to the contrary, the Employer reserves the right to replace vacancies and to fill new positions based upon its sole discretion.

## **ARTICLE VI—SENIORITY**

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

## ARTICLE VII - DISCIPLINARY ACTION

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

5. Termination, after a hearing

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

## **ARTICLE VIII - JOB POSTING**

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



## **ARTICLE IX - OVERTIME**

- A. A normal work week shall consist of 35 hours of work at straight time pay. Hours worked in excess of 35 hours and up to 40 hours in a week will be paid at or given compensatory time at the straight time rate. Pay will be allowed for hours worked for snow removal, municipal court call-ins and emergencies as per the Township Administrator. Compensatory time will be given for all other overtime hours worked.
- B. Overtime hours worked in excess of 40 hours per week will be paid at time and one half. Employees may take compensatory time at the rate of time and one half, at their option.
- C. No overtime work shall be performed or paid, unless such work was authorized in advance in writing by the Township Administrator.
- D. Insofar as practicable, overtime shall be distributed equitably among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being given the opportunity of working such overtime.
- E. The employer shall provide to the Union, upon reasonable request, a list of employees showing overtime worked.
- F. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

G. All paid time off (such as vacation time, holidays, sick time and personal days) shall be considered time worked, for the purpose of computing overtime pay.

H. All Department of Public Works employees must be available for snow removal overtime when called, except when on an approved leave. Snow removal overtime will begin when employee is called in, assuming he responds shortly after being called (The Public Works Director will determine this). Snow removal on a holiday will be compensated at double time.

### **CALL-IN TIME**

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

B. If the call-in period exceeds two (2) hours, the additional time will be at the appropriate comp time or overtime pay rate.

## **ARTICLE X - HOURS OF WORK**

A. The regularly scheduled full-time work week shall consist of thirty-five (35) hours per week exclusive of a one-half hour lunch hour per day, with the exception of Public Works, which shall consist of a forty (40) hour per week workweek with one-half (1/2) hour lunch per day. Employees schedules shall be set by the Township Administrator.

B. In the absence of an emergency, the Employer shall provide ten (10) day advance notice to any employee whose schedule is being modified, Employees shall be entitled to a fifteen (15) minute break in the AM and a fifteen (15) minute break in the PM, per each scheduled work day.

C. All employees shall be entitled to fifteen (15) minute break in the AM and a fifteen (15) minute break in the PM, per each scheduled work day.

D. One half (1/2) hour lunch period will be taken between 11:30AM and 2:30PM unless requested in writing to and authorized in writing by the Township Administrator. Lunch hours must be staggered so that all offices remain open.

E. The Township Municipal Building will be open to the public Monday through Thursday, 7:30 AM to 4:30PM and Friday 8:00AM to 1:00PM unless otherwise determined by the Township Administrator.

## **ARTICLE XI - UNION VISITATION/BUSINESS**

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

B. Designated employee representatives of the Union shall be permitted time off without loss of pay, for the purpose of handling representational matters, including, but not limited to the investigation of Grievances, Disciplinary hearings, Negotiation and meetings with Representatives of the Employer.

C. The employer will provide release time, up to three days with pay, to one (1) employee per year for the purpose of attending Union conventions.

## ARTICLE XII - SICK LEAVE

A. For purposes of Article XII, days shall be calculated as follows: one day is equal to 8 hours for employees who work 40 hours per week employees; one day is equal to 7 hours for employees who work 35 hours per week.

B. Full time employees employed by the Township as of November 7, 2016, shall be entitled to the following sick leave with pay:

- One day paid sick leave for each month of service during the remainder of the employee's first calendar year, up to December 31<sup>st</sup> of that year. Thereafter, all full time employees employed by the Township as of November 16, 2016 shall be entitled to fifteen (15) paid sick days per year.
- Part time employees who work twenty-one (21) hours or more per week, shall be entitled to one half (1/2) days of paid sick leave for each month worked during the remainder of the first year. Thereafter, each part time employee shall be entitled to seven (7) paid sick days per year.
- Part time employees who work less than twenty-one (21) hours per month, shall not be entitled to sick leave with pay.

B. Full time employees employed/hired after November 7, 2016 shall be entitled to the following sick leave with pay:

- One day paid sick leave for each month of service during the remainder of the employee's first calendar year, up to December 31<sup>st</sup> of that year. Thereafter all

employees employed/hired by the Township after November 7, 2016 shall be entitled to twelve (12) sick days per year.

C. Sick leave may be used for sickness of the employee and his/her immediate family: Immediate family is defined as: the employee's spouse, son, daughter, foster children, and step children.

D. If an employee is absent for three (3) consecutive work days for reasons of illness, the Township may require acceptable medical evidence on the prescribed form, The nature of the illness shall be stated on the doctor's certificate, unless it is confidential between the doctor and the patient, in which event the doctor must give a certificate releasing the employee so that he/she return to work.

E. Sick leave by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.

F. In the event of a layoff; employees shall be paid for up to 20 days of accumulated sick time at half pay.

G. For all employees employed by the Township as of November 7, 2016, unused sick leave may be accumulated from year to year, or an employee may choose to be reimbursed at one half (1/2) pay at the end of each year for any unused sick leave from the current year. Upon retirement in accordance with the State Pension System, the

Township shall reimburse the employee for one half (1/2) of the accumulated sick leave, not to be exceed forty-five (45) days of pay.

For all employees employed/hired by the Township after November 16, 2016, unused sick leave may be accumulated from year to year or an employee may choose to be reimbursed at one half (1/2) pay as the end of each year for any unused sick leave from the current year. Upon retirement in accordance with the State Pension System, the Township shall reimburse the employee for one half (1/2) of his accumulated sick leave, not to exceed \$15,000.00.



**ARTICLE XIII - BEREAVEMENT LEAVE**

A. All full time employees employed by the Township as of November 7, 2016, shall be entitled to bereavement leave as follows:

<b>Following the death of:</b>	<b>Days</b>
Spouse, Domestic and Civil Union Partner	5
Children, Mother Father, Siblings	5
Member of Immediate Household	5
Grandchild	5
Grandparent	3
Stepparent/Mother-in law/Father-in-law	3
Stepchild	3
In-law and Step-siblings	3
Daughter-in-law/Son-in-law	3
Aunt and Uncle	1

All full time employees employed/hired by the Township after November 7, 2016, shall be entitled to bereavement leave as follows:

<b>Following the death of:</b>	<b>Days</b>
Spouse, Domestic and Civil Union Partner	5
Children, Mother Father, Siblings	5
Member of Immediate Household	5
Grandchild	3
Grandparent	3
Stepparent/Mother-in law/Father-in-law	3
Stepchild	0
In-law and Step-siblings	3
Daughter-in-law/Son-in-law	3
Aunt and Uncle	0

## **ARTICLE XIV - INSURANCE COVERAGE**

All full time employees will be enrolled in:

- New Jersey State Health Benefits- (employee, employee and child, employee and spouse, or family) -Prescription Plan- through N.J. State Health Benefits or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
- Dental plan- employee covered; if family coverage is elected, employee pays one half (1/2) of additional premium.

All active covered employees shall contribute towards the cost of health insurance, on a pre-tax basis in accordance with the requirements of P.L. 2011, Chapter 78.

## **ARTICLE XV - INJURY ON JOB, WORKMAN'S COMPENSATION**

A. Employees disabled with job-related injuries and unable to work shall receive full pay from the Township until the earlier of any one of the following events:

1. 90 days from the date of initial disability;
2. A determination by a physician of the Township's choosing that the employee may return to work;
3. The employee returns to work.

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

B. If you are injured on the job, report it immediately to your Supervisor and complete an accident report form at the Township Clerk's office. All injuries, including minor injuries not requiring medical attention, shall be reported to the Township Clerk. The hospital and/or

physician attending the injury should be advised that it is a job related injury covered by Workman's Comp.

## **ARTICLE XVI - EMPLOYEE'S EXPENSES**

- A. All employees shall be compensated at the rate per IRS Specifications for use of their vehicle on Township business.
  
- B. Reimbursement shall be made to any employee for his/her expenses incurred for attendance at professional activities or for membership in such organizations which pertain only to Township business.
  
- C. Expenses exceeding twenty-five dollars (\$25.00) must be approved by the Township Committee prior to commitment by said employee.
  
- D. Entertainment expenses will not be reimbursed. Activities will be limited to those that occur within the State of New Jersey. All Union activities will not be covered by this policy.
  
- E. Clothing allowance for Public Works/Maintenance Employees will be \$400.00 per year and includes \$200.00 reimbursement for work boots.
  
- F. The Township shall pay the cost of employee certifications and the renewal of certifications provided the document is required to maintain their current position/title.
  
- G. The Township shall pay the cost of employees to attend classes/seminars for the purpose of continued education provided the training is consistent with their job

specifications at the township's discretion and if there are budget funds available for the classes.

## **ARTICLE XVII - JURY DUTY**

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



## ARTICLE XVIII – HOLIDAYS

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

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

B. Four additional holidays shall be personal days which may be taken at the employees' discretion and the Township Administrator's approval. These days cannot be accumulated. A personal day is calculated as 8 hours for employees who work 40 hours per week and as 7 hours for employees who work 35 hours per week.

C. Request for a personal day must be made in writing to your immediate supervisor. Forty-eight (48) hours notice is required, except in the case of an

emergency situation. Approval is needed from your immediate supervisor and Township Administrator.

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

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

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

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

## ARTICLE XIX - VACATION LEAVE

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

### FULL TIME EMPLOYEES:

- Less than one (1) full year of service earns 6.5 hours of vacation for employees who work 40 hours per week and 5.5 hours of vacation for employees who work 35 hours per week for each full month served, rounded off to the nearest full day as of January 1<sup>st</sup>;
- One (1) year and one (1) day of service as of January 1<sup>st</sup> earns ten (10) days of vacation;
- Five (5) years and one (1) day through nine (9) full years of service as of January 1<sup>st</sup>, earns fifteen (15) days of vacation;
- Ten (10) years and one (1) day through fourteen (14) full years of service as of January 1<sup>st</sup>, earns twenty (20) days of vacation.
- Full time employees employed by the Township as of November 7, 2016 with fifteen (15) years and one (1) day of service as of January 1<sup>st</sup>, earn twenty-five

(25) days of vacations whereas employees hired after November 7, 2016 are not be eligible for twenty-five (25) days of vacation and will remain at the twenty (20) days of vacation level.

- B. Part time employees shall receive vacation time on a prorated basis.
- C. All vacations shall be taken during the year it becomes due. There will be no carry over of vacation time to the following year and there will be no buy back of unused vacation leave.
- D. Upon termination of employment with the Township, the employee will be paid for unused vacation leave for the current year. The employee's vacation leave will be prorated according to the period of time worked.
- E. Only one (1) employee per department will be allowed on vacation at any one time, except that two (2) employees per department will be allowed on vacation at any one time for departments over six (6) employees, unless otherwise authorized by the Township Committee and/or Township Administrator.
- F. Temporary employees are not eligible for vacation benefits, unless otherwise directed by the Township Committee or Township Administrator.
- G. All requests for vacation leave shall be submitted on the proper form to the Township Administrator for approval.

## ARTICLE XX — COMPENSATION

- A. All newly hired employees shall be paid in accordance with the first step of the pay range for their position according to Schedule A.
- B. Thereafter, at the completion of each year of satisfactory and meritorious service, the employee will move up one step in his/her range until he/she reaches the maximum step of the range. Any employee promoted will receive the minimum salary of the range for that position. In the event the minimum salary for the new position is less than the employee's base salary prior to promotion, the promoted employee will receive the salary of the next higher step of his/her current new base salary.
- C. Beginning in 2016 the union and management shall enter into a four (4) year agreement.
- D. Employees will be paid weekly, biweekly or bi-monthly at the discretion of the Township. The township will make every effort for direct deposit to be available as close to the check date as possible.
- E. The salary of employees in the Step process will be modified in this contract so they receive a Step increase each January. There is no percentage increase on any of the steps for the length of the contract.
- F. Employees who have completed the step guide will receive an increase of \$1,500.00 each January.

G. Employees employed by the Township before November 7, 2016 shall receive longevity payments as follows:

- After 5 - 8 years of service \$300.00
- Beginning the 9<sup>th</sup> - 15<sup>th</sup> years of service \$500.00
- Beginning the 16<sup>th</sup>- year of service and thereafter \$800.00

Employees employed/hired after November 7, 2016 shall not be eligible for longevity.

Longevity for all employees hired after November 16, 2016 is permanently deleted.

**ARTICLE XXI - STIPENDS**

The following positions will receive annual stipends:

Computer/IT Coordinator	\$1,104
Court Administrator	
For Eastampton Municipal Court	\$5,000
For Hainesport Municipal Court	\$1,300
Deputy Court Administrator	
For Eastampton Municipal Court	\$3,000
For Hainesport Municipal Court	\$800
Court Violations Clerk	
For Eastampton Municipal Court	\$1,500
For Hainesport Municipal Court	\$ 550
Land Development Board Secretary	\$6,001
Deputy Zoning Officer	\$5,200
Certified Mechanic	\$ 500

**ARTICLE XXII — MISCELLANEOUS**

A. **THIS AGREEMENT** represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this Agreement, that neither Employer nor AFSCME shall be required to negotiate or renegotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.

B. Further, if no agreement is reached before December 31, 2020, for the next contract term, the terms of this Agreement shall remain in force until such time as the next Agreement is signed. When the next Agreement is signed, all terms and benefits shall be retroactive to January 1, 2021.

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of American Federation  
of State, County & Municipal Employees,  
  
AFL-CIO District Council 71, Local 3827A

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of Westampton Township



Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Twp. Clerk	50,964	53,834	56,701	59,568	62,439	65,303	68,171	69,504	70,865	72,252	73,667	75,110	77,229	79,380	81,563
Ct. Admin	46,977	49,753	52,546	55,331	58,115	60,900	63,684	64,928	66,196	67,490	68,810	70,156	72,201	74,277	76,384
Finance Officer	46,977	49,761	52,546	55,331	58,115	60,900	63,684	64,928	66,196	67,490	68,810	70,156	72,201	74,277	76,384
PW Super	53,278	56,063	58,817	61,571	64,355	67,110	69,864	71,231	72,626	74,048	75,499	76,979	79,126	81,305	83,517
Const. Official	46,818	49,238	51,658	54,076	56,495	58,913	61,332	62,529	63,749	64,995	66,264	67,569	69,565	71,604	73,671
PW Foreman	45,593	48,231	49,946	52,124	54,302	56,480	58,657	59,800	60,966	62,155	63,396	64,606	66,568	68,559	70,580
Lead Mechanic	45,593	48,231	49,946	52,124	54,302	56,480	58,657	59,800	60,966	62,155	63,396	64,606	66,568	68,559	70,580
Tax Collector	43,527	45,500	47,470	49,440	51,401	53,380	55,350	56,427	57,526	58,646	59,789	60,955	62,862	63,864	65,814
Mechanic	44,616	47,024	48,971	51,148	53,325	55,503	57,680	58,804	59,950	61,119	62,311	63,527	65,472	67,447	69,451
PWEO	43,639	45,817	47,995	50,171	52,348	54,529	56,703	57,807	58,933	60,082	61,254	62,449	64,378	66,336	68,019
PW Labor	38,196	40,245	42,327	44,375	46,456	48,538	50,587	51,569	52,570	53,592	54,633	55,686	57,524	59,379	61,262
Exec. Sec.	37,024	38,833	40,618	42,447	44,254	46,063	47,871	48,798	49,744	50,709	51,693	52,697	54,480	56,290	58,127
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Dep. Twp. Clerk	34,673	36,482	38,289	40,096	41,903	43,713	45,519	46,399	47,297	48,213	49,148	50,101	51,845	53,615	55,412
Dep. Twp. Collector	34,673	36,482	38,289	40,096	41,903	43,713	45,519	46,399	47,297	48,213	49,148	50,101	51,845	53,615	55,412
Dept. Ct. Admin.	34,673	36,482	38,289	40,096	41,903	43,713	45,519	46,399	47,297	48,213	49,148	50,101	51,845	53,615	55,412
Sec I	34,673	36,482	38,289	40,096	41,903	43,713	45,519	46,399	47,297	48,213	49,148	50,101	51,845	53,615	55,412
Sec II	33,255	34,944	36,631	38,320	40,007	41,694	43,383	44,221	45,075	45,947	46,836	47,742	49,451	51,185	52,945
Vfo Clerk	33,253	34,944	36,631	38,320	40,007	41,694	43,383	44,221	45,075	45,947	46,836	47,742	49,451	51,185	52,945
Sec III	30,091	31,739	33,382	35,029	36,673	38,320	39,964	40,733	41,518	42,318	43,135	43,967	45,619	47,296	48,998

TOWNSHIP OF WESTAMPTON  
RESOLUTION AUTHORIZING PAYMENT TO  
AMERICAN LEGION POST 509  
RESOLUTION NO. 41-17

WHEREAS, Resolution Number 102-16 was adopted by the Township Committee of Westampton Township on November 7, 2016 whereby \$15,000 was distributed to the veterans of Westampton for the repairs to the American Legion Post 509 building located at 781 Rancocas Road; and

WHEREAS, the repairs to the American Legion post 509 building have exceeded the original amount of \$15,000 and an additional \$1,500 is being sought to complete the repairs at issue; and

WHEREAS, the American Legion Post 509 building is owned by the Township of Westampton; and

WHEREAS, the Township Committee of Township of Westampton believes it to be in the best interest for both Westampton veterans and the public's welfare to keep township owned properties in good repair.

NOW THEREFORE, BE IT RESOLVED, that \$1,500 of funds from the Recreation Account line item be expended to the American Legion Post 509 to complete the repairs to the township owned building.

TOWNSHIP OF WESTAMPTON

RESOLUTION APPROVING THE EMPLOYMENT CONTRACT  
BETWEEN THE TOWNSHIP OF WESTAMPTON AND THE FIRE CHIEF

RESOLUTION 42-17

**WHEREAS**, the Township Committee of the Township of Westampton and Fire Chief Craig Farnsworth II have engaged in negotiations regarding the terms of his employment contract; and

**WHEREAS**, the Township Committee and Chief Farnsworth have agreed to the terms of a contract to be effective January 1, 2017 through December 31, 2021.

**NOW, THEREFORE BE IT RESOLVED** that the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey, hereby approves the terms and conditions set forth in the attached Agreement between the Township and Chief Farnsworth;

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the attached Employment Agreement Between the Township of Westampton and Craig R. Farnsworth, II, Fire Chief.

**Employment Agreement**

**Between the Township of Westampton and**

**Craig R. Farnsworth, II, Fire Chief**

**ARTICLE I**

**RECOGNITION**

This Agreement (“Agreement”) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Township of Westampton (Hereinafter referred to as “Township”) having its principal offices in the Municipal Building, 710 Rancocas Road, Westampton Township, County of Burlington and State of New Jersey, Fire Chief, Craig Farnsworth, II of the Westampton Township Emergency Services Department, Westampton Township, NJ (hereinafter referred to as the “Fire Chief” or “Chief”) hereby establishes the following terms and conditions of employment for the position of Director of Emergency medical Services/Fire Chief. This Agreement represents the complete and final understanding between the Township and the Fire Chief

**ARTICLE II**

**MANAGEMENT RIGHTS**

The Township hereby retains and reserves unto itself 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, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States. In the event a provision of this contract contradicts State or Federal Law or Regulation, the State or Federal Law or Regulations shall supersede this agreement.

**ARTICLE III**

**RESPONSIBILITIES OF THE FIRE CHIEF**

Pursuant to state law, the Ordinances of the Township and the regulations and policies established by the appropriate authority, the responsibilities of the appointed Fire Chief shall include the responsibility to:

- a) Conduct and manage the day-to-day operations of the Westampton Township Emergency Services Department;
- b) Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the Fire Department and Emergency Medical Services Department, its officials, and personnel;
- c) Have, exercise, and discharge the functions, powers, and duties of the Fire Department and Emergency Medical Services Department;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel.

## **ARTICLE IV**

### **WORK WEEK**

The Fire Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Fire Department of which he has supervisory control. The Fire Chief shall work at least forty (40) hours per week.

Flextime is a provision that gives employees the flexibility to perform their assigned duties outside of conventional business hours. The flextime option is not an employee benefit—it is a management option that provides an alternative means to fulfill work requirements. The Fire Chief may use Flextime to manage the various needs of the Fire Department, which shall include but is not limited to attendance at professional meetings, conferences, and training activities.

The Fire Chief shall provide a schedule of anticipated business hours as well as scheduled training and vacation and sick time to the Township Administrator.

The Fire Chief shall make himself or his designee available to the Township Committee and Township Administrator via phone or other means of communication when not on-duty.

## **ARTICLE V**

### **LEAVE PROVISIONS**

Holiday Leave. The Fire Chief shall not receive any specified holidays off but shall receive instead one hundred-twenty (120) hours in holiday time per year which may be taken as paid time off as scheduled with the approval of the Township Administrator, or in pay at the

straight time, hour for hour. No holiday time shall be carried forward into the next succeeding year.

Vacation Leave. The Fire Chief is entitled to two hundred forty (240) vacation hours per year. The vacation year is January 1<sup>st</sup> through December 31<sup>st</sup>. Annual vacation leave not used within the current year may be accumulated, but must be utilized in the year succeeding its accumulation. Up to half of the Fire Chief's unused vacation leave may be reimbursed monetarily. The reimbursement will be at the Fire Chief's regular hourly rate. If the Fire Chief terminates their employment with the Township, or if his employment is terminated by the Township, the Fire Chief shall be entitled to vacation time and/or vacation pay on a prorated basis.

Sick Leave. Sick leave with pay shall be earned at the rate of one hundred forty-four (144) hours per year. Unused sick leave shall be accumulated from year to year. If the Fire Chief has exhausted his accumulated sick leave, he may, with the Township's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available. Sick leave may be scheduled in advance for situations of scheduled surgery or medical procedures for the employee or a family member. The Fire Chief shall have the option on December 31<sup>st</sup> of each year to be compensated for unused hours at half of the Fire Chief's rate of pay or to accumulate the unused hours for a maximum of 720 hours. If the Fire Chief retires after twenty-five (25) years of service, the Fire Chief shall be paid a maximum of 720 unused sick leave hours at half the rate of pay at the time of retirement based upon base annual compensation not to exceed \$15,000.

Other types of Leave. The Fire Chief shall be afforded leave related to Bereavement, Military, Jury Duty, Leave of Absence without Pay, Injury, Cardiac/Medical Event, Shooting Incident/Severe Traumatic Event and any other such leave not detailed in the above paragraphs as provided in the Collective Negotiations Agreement Between the Township of Westampton and the Westampton Fire Department I.A.F.F. Local 3091 Agreement.

## **ARTICLE VI**

### **INSURANCE**

The Township shall continue to provide health and prescription benefits to the Fire Chief and family through the New Jersey State Health Benefits Program (NJSHBP) or a substantially similar plan. The Fire Chief and the Township agree to be bound by the requirements and terms of the NJSHBP.

The Township reserves the rights to change insurance carriers and the level of benefits provided that at least 45 days written notice of such change is given to the Fire Chief, and any proposed changes in the benefits is equal to or greater than the level of benefits which exist under the plans currently in effect. In determining the level of benefits currently in effect, the existing health insurance plan is recognized to be the NJSHB, including the prescription plans

contained therein and the dental plan in effect on January 1, 2016 (Delta Dental), including pediatric dental benefits for children ages 2 through 12.

The Township will continue to provide, at its expense, dental coverage for the Fire Chief that is consistent with the coverage provided as of January 1, 2016 though the dental plan with which the Township is contracted. Dental coverage will be available for family members with the Township paying half and the Fire Chief paying half of the premiums for such coverage. Family member includes spouse or civil union partner as defined by New Jersey law, children and step-children or as defined by the Township of Westampton Employee Handbook.

Effective January 1, 2016, if the Fire Chief has not withdrawn from the Township's health insurance program shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be on a pre-tax basis, pursuant to IRS Section 125 Salary Reduction Premium Plan Only Plan, in accordance with the Township's regular payroll process. Upon completion of the four-year schedule of payments pursuant to the provision of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to negotiation between the parties.

Effective January 1, 2016, the Township shall make dependent coverage in its health and prescription plans as set forth in this Article available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions, requirements and exceptions of P.L. 2005, Chapter 375, if the Fire Chief is enrolled through any Township health or prescription plan than the Fire Chief may elect to enroll their dependent until age 31 for additional premium which shall be billed by the insurance carrier directly to and paid by the employee. Dependents who are permanently disabled will remain covered during the life of the Fire Chief.

Civil union and domestic partners of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits and shall be used interchangeably with the term "spouse."

Effective January 1, 2017, and pursuant to P.L. 2011, Chapter 78, the Township shall provide a flexible spending account (FSA) to permit Fire Chief to voluntarily set aside, on a pre-tax basis, a portion of his earnings to pay for qualified medical, dental and child care expenses not otherwise covered by his health benefits plan, pursuant to Section 125 of the IRS Code, 26 U.S.C. § 125.

The Fire Chief shall be eligible for an annual health insurance waiver for the health and prescription covered that he is entitled to, in the amount of 25% of the premium for such coverage, or \$5,000, whichever is less, for the full calendar year, prorated for a partial calendar

year, for the period of time during which the Fire Chief does not receive any portion of Township's paid health and prescription coverage. The same requirements as in the Collective Negotiations Agreement are in effect.

In the event of the Fire Chief's separation from the Township, hospitalization and medical benefits shall be continued for one (1) month at the Township's expense.

The Township will reimburse the Fire Chief for the cost of repair or replacement of eyeglasses damaged or lost in the line of duty. The damage must be reported to the Township Clerk or Administrator within 72 hours of the occurrence. The Fire Chief will provide the Township with a receipt for all repairs or replacement costs.

The Township agrees to continue the present life insurance coverage under the State of New Jersey Police and Fire Retirement System. The Township currently provides health and prescription insurance coverage from the State Health Benefits Plan.

## **ARTICLE VII**

### **CLOTHING ALLOWANCE**

The Fire Chief and the Township agree that the Fire Chief shall be afforded the same clothing allowance as the highest ranking official provided for in the Collective Negotiations Agreement.

## **ARTICLE VIII**

### **PERSONAL CAR**

The Township agrees to supply the Fire Chief with an automobile, at the Township's expense, from its existing fleet of motor vehicles to be used for WTES business, at all times covered by this Agreement. This vehicle will be equipped as needed for WTES business. Use of this vehicle is governed by the Township of Westampton Vehicle Use Policy.

## **ARTICLE IX**

### **SALARY**

The annual salary for the Fire Chief shall be as follows:

2017 - \$110,000



2018 - \$115,000

2019 - \$120,000

2020 - \$125,000

2021 - \$130,000

## ARTICLE X

### EDUCATIONAL PROGRAMS/COLLEGE ALLOWANCES

The Fire Chief is entitled to self-improvement through an educational assistance program. All requests for approval and/or reimbursement must be processed and received for review by the Township. Township approval of job related training and education applications will be based upon job relativity and will be at the discretion of the Township.

Examples of job related training are those courses that are either required for employment or improve employee versatility for the benefit of the department. These courses shall be based on fire prevention, fire suppression/rescue, medical certification/continuing education and personnel management. These courses shall include any/all fire or EMS related courses that are necessary for related job descriptions as well as renewal of certification and/or licensures. All expenses for employee attendance and required materials shall be borne by the Township for approved job related training.

Upon pre-approval by the Township, all employees shall be eligible for college reimbursement. A bank of \$5,000 a year shall be budgeted by the Township for this endeavor and shall be shared by all employees. In order to fairly and equitable distribute these funds to all interested employees, a policy shall be implemented and followed dealing specifically with this issue and shall be mutually agreed upon by the Township, the Fire Chief and the Burlington County Professional Firefighter's Association, International Association of Firefighters Local 3091.

College education shall be defined as any and all college level subject matter that is offered by an approved college facility, where the course material relates to the job as noted in this agreement. All courses required in order to satisfy college requirements for completion of degrees related to the above shall be included in this section for reimbursement. Employees attending the courses shall initially pay the cost of said course, etc. and be reimbursed upon successful completion of the same.

The Township may approve advanced payment for all approved job related courses.

## ARTICLE XI

### SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XII

### FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XIII

### LAYOFFS / TERMINATION / DEMOTION

If for any reason either financially or other reasons layoffs of employees were to occur, the Fire Chief will retain his seniority as afforded by the Collective Negotiations Agreement.

The Fire Chief cannot be removed from his position without just cause.

The Fire Chief may at his discretion return to the highest position represented by the Collective Negotiations Agreement.

The parties agree that the Chief shall be evaluated not later than December 15<sup>th</sup> of each year with respect to his job performance during the year.

## ARTICLE XIV

### HOLD HARMLESS CLAUSE

Since the Fire Chief is presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by the Fire Chief within the boundaries of New Jersey

while the Fire Chief is “off duty,” which would be appropriate if taken by the Fire chief while “on duty,” if present or available, shall be considered official action and the Fire Chief shall have all rights to benefits concerning such activates as though he were “on duty.” Nothing in this article shall exonerate the Fire Chief from gross negligence.

**ARTICLE XV**

**APPLICABLE LAWS**

This agreement is governed by the laws of the State of New Jersey. Any disagreement regarding this agreement shall be brought in the Superior Court of New Jersey, Burlington Vicinage.

**ARTICLE XVI**

**TERM AND RENEWAL**

**THIS AGREEMENT** shall be in full force and effect as of January 1, 2017 and shall remain in effect to, and including December 31, 2021, or until the Fire Chief obtains age sixty-five any is required to retire pursuant to New Jersey law. This Contract will remain in force until such time as it is re-negotiated by the parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date specified below:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

Date: \_\_\_\_\_