

AGREEMENT

Between

TOWNSHIP OF STAFFORD
County of Ocean, State of New Jersey

And

STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

Effective January 1, 2017 through December 31, 2020

TABLE OF CONTENTS

ARTICLE I	Recognition and Scope of Agreement.....	2
ARTICLE II	Collective Bargaining Procedure.....	2
ARTICLE III	Discrimination and Coercion.....	3
ARTICLE IV	Prior Service.....	3
ARTICLE V	Sick Leave.....	3-6
ARTICLE VI	Personal Days.....	6
ARTICLE VII	Bereavement Leave and Military Leave.....	6-7
ARTICLE VIII	Overtime.....	8-9
ARTICLE IX	Vacations.....	9-11
ARTICLE X	Holidays.....	11
ARTICLE XI	Hospital and Medical Insurance.....	12-15
ARTICLE XII	Clothing Allowances.....	15-16
ARTICLE XIII	Legal Aid.....	16
ARTICLE XIV	Disability.....	16-17
ARTICLE XV	Salaries.....	17-18
ARTICLE XVI	Longevity.....	18-19
ARTICLE XVII	Savings Clause.....	19
ARTICLE XVIII	Duration.....	20
ARTICLE XIX	Educational Incentives.....	20-21
ARTICLE XX	Grievance Procedure.....	21-24

TABLE OF CONTENTS

ARTICLE XXI Deduction of Membership Dues and Agency Shop.....24-25

ARTICLE XXII Negotiations.....26

ARTICLE XXIII Retention of Benefits.....26

ARTICLE XXIV No Waiver.....26

ARTICLE XXV Out-of-Title Work.....26

ARTICLE XXVI Burial Expenses.....26

ARTICLE XXVII Fraternal Order of Police.....27

ARTICLE XXVII Completion of Agreement.....27

THIS AGREEMENT made this 12 day of September 2017, by and between the **TOWNSHIP OF STAFFORD**, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the “Employer,” or “Township” and the **STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**, hereafter referred to as the “SOA”, as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as “employee”.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the Employer and its employees and to establish relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other terms and conditions of employment consistent with the law.

NOW THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the employees of the Employer recognized as being represented by the SOA hereby agree as follows:

ARTICLE I
Recognition and Scope of Agreement

- A. The Employer hereby recognizes the SOA as the sole and exclusive representative of all full-time Sergeants, Lieutenants and Captains in the negotiations of this Contract Agreement and for the purposes of collective bargaining and all other activities and processes relative thereto.
- B. The bargaining unit shall consist of all of the regular full-time Superior Officers of the Stafford Township Police Department, including Sergeants, Lieutenants and Captains, now employed or hereafter employed with the exception of the Chief of Police of Stafford Township.
- C. This Agreement shall govern all wages, hours, and other conditions of employment set forth herein.
- D. This Agreement shall be binding upon the parties hereto.
- E. The SOA recognizes that pursuant to New Jersey Statute, they have no right to strike.

ARTICLE II
Collective Bargaining Procedure

- A. Collective Bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly authorized bargaining agent of each of the parties to this Agreement.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Employees of the Employer who may be designated by the SOA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

ARTICLE III
Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA shall not intimidate or coerce employees into membership. Neither the Employer nor the SOA shall discriminate against any employees because of race, color, creed, sex, national origin, political affiliation, religion, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by law.

ARTICLE IV
Prior Service

Time spent as a full-time employee, as a police officer in the Stafford Township Police Department shall count towards service credit for the purposes of longevity and vacation leave all benefits when he/she becomes a full-time Township police officer.

ARTICLE V
Sick Leave

- A.
 - 1. All employees covered by this Agreement shall receive 15 days sick leave per year, which shall be allocated on January 1st. All sick leave not used shall be accumulated from year to year with no limit.
 - 2. Up to 10 days of an employee's personal sick leave may be used each year to attend to the illness of immediate family members, which shall include the following individuals: Mother, Father, Spouse, Son and Daughter.
 - 3. The Employer reserves the right to extend use of sick time for family illness of immediate family member beyond the 10 days specified in Section A2 above.
- B. One sick leave day shall equal the normal hours scheduled for any given day. Sick leave for less than a full day shall be utilized on an hourly basis, in which event only the hours used, as sick time shall be deducted from the employee's accumulated sick time.

- C. No employee shall make doctor visits while on duty. Sick time may be utilized for such visits.
- D. Each employee may periodically review the Employer's record of his or her accumulated sick days during business hours within reason.
- E. 1. When an officer retires from the Police Department in accordance with the appropriate New Jersey Pension Plan, he/she shall have his/her accumulated sick time purchased at the then current rate of pay to a maximum cap of \$15,000 or to the extent permitted by state law. Employees hired after January 1, 2014 **shall not** be entitled to sell back accumulated sick time upon retirement.
 - a. The parties acknowledge that there are certain savings to be realized by the township through the retirement of senior officers who have reached the maximum level of salary and benefits. For example, once these senior officers retire the township is able to appoint new police officers at the starting salary level thus realizing savings in salary and benefits. To that end, the township agrees to offer an additional incentive to officers with 30 years or more of work experience as a police officer in Stafford Township. For those officers with 30 years or more of work experience with Stafford Township as a police officer, the township agrees to purchase an additional amount of accumulated sick leave over and above the \$15,000 in Section (E) up to an additional \$15,000 for a total purchase of \$30,000. In order to qualify for this benefit, the officer must provide written notice to the township by 10/1 of the year immediately preceding the date of his/her retirement in order for the township to budget adequate funds in the ensuing budget year.
 - b. The total maximum payment amount for sick time upon retirement shall be reduced by the value of all sick leave used above the maximum allotment for that year (fifteen (15) days) by that employee, at the daily rate paid to the employee during the 12 month period preceding the employee's effective retirement date.

2. In order to receive payment for accumulated sick time or vacation time during the year of actual retirement, an employee shall notify the Township, in writing by November 1st of the preceding calendar year of the intention to retire. If notification is not given, the township reserves the right to issue payment in the subsequent budget year. The affected employee may also request in writing to delay payment to the subsequent budget year.

3. An employee who dies while in the performance of his duties shall be entitled to the benefits in E.1. above with the payment to the officer's estate in the next calendar year.

F. At the end of each calendar year an employee may choose, at his or her discretion, to sell back to the Township a total of up to ten (10) days sick leave which shall be purchased by the Township in the amount and manner set forth below:

1. All employees may sell back up to 5 days regardless of utilization of sick leave.

2. Employees intending to sell back between 6 and 10 days must meet the following criteria:

- a. Employees scheduled to work at least six months and one day in a rotating shift shall be compensated as follows:
 - Employees who have utilized up to but not in excess of two and one-half (2-1/2) days sick leave in the calendar year shall be compensated at the rate of one hundred percent (100%) of the then current rate of pay.
 - Employees who have utilized more than two and one-half (2-1/2) days sick leave but not in excess of five (5) days sick leave in the calendar year shall be compensated at the rate of seventy-five percent (75%) of the then current rate of pay.
 - Employees hired after January 1, 2014 **shall not** be entitled to sell back any sick time on an annual basis.

- b. All other employees scheduled to work less than six months and one day in a rotating shift during a calendar year shall be compensated as follows:
- Employees who have not utilized any day's sick leave during the calendar year shall be compensated at the rate of one hundred percent (100%) of the then current rate of pay.
 - Employees who have utilized two (2) days or less leave during the calendar year shall be compensated at the rate of seventy-five percent (75%) of the then current rate of pay.

ARTICLE VI
Personal Days

- A.
1. Employees shall be granted 5 personal days off with pay during the course of each calendar year and allowed to sell back one unused Personal day at the end of each year.
 2. Personal days may be carried over into the next calendar year if an employee is unable to utilize his/her personal days in a given year due to injury, illness, disability or other extenuating circumstance(s).

ARTICLE VII
Leaves of Absence

LEAVE OF ABSENCE

Unpaid leaves of absence for reasonable purposes may be granted for up to one (1) year at the discretion of the Township Administrator.

JURY DUTY

An employee called for jury duty will be excused from work for the period that the employee is called for jury duty and he/she will be paid the difference between jury duty compensation received and his/her regular daily compensation.

MILITARY DUTY

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (Thereafter, the leave shall be without pay but without loss of time.) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.) The paid leave will not be

counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus, an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the (local unit type) group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Any member covered under this Agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

BEREAVEMENT

All employees shall be entitled to Bereavement Leave in accordance with the following provisions:

- Ten (10) working days off in the event of the death of spouse or child.
- Five (5) days off in the event of the death of father, mother, grandparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild or spouse's grandparents.
- One (1) day off for death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

Bereavement leave shall be separate and apart from all other leave. No leave may be taken unless the supervisor has been notified and has authorized the employee to leave.

Exceptions to this section may be granted by the township administrator when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section.

ARTICLE VIII
Overtime

- A. The Employer agrees that overtime consisting of time and one-half (1 1/2) shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.
- B. Employees shall not be paid overtime for hours worked in excess of the normal workday unless such overtime is authorized by the Chief of Police.
- C.
 - 1. Any member who shall be required to appear in court during his/her off-duty hours shall suffer no loss in compensation. When such appearances occur outside of his/her assigned duty hours, he/she shall receive additional compensation moneys at a rate of time and one-half (1 1/2) for the time actually expended. For such appearances outside of assigned duty hours, the member shall receive a minimum of 2 hours overtime compensation for each such appearance.
 - 2. When such court appearances occur during assigned duty hours, such time shall be considered a time of assignment to and performance of duty and he/she shall suffer no loss in compensation.
- D.
 - 1. In the event an employee is called in to duty other than his/her normal assignment, he/she shall be paid overtime at a rate of time and one-half (1 1/2) for all time worked during such period. In no such case shall he/she be paid for less than 4 hours, irrespective of time worked, except when called into duty less than 4 hours prior to his/her normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.
 - 2. Court appearances shall be exempt from the minimum 4-hour pay provision and shall be governed by Section C of the Article.
- E. Attendance at meetings called by the Chief of Police, or his designee, when such meeting is not during the officer's daily tour, shall be paid for at a rate of time and one-half (1 1/2) of the officer's base pay for actual time worked, but not less than 4 hours.
- F.
 - 1. Any officer may, at his/her option indicate, at the time the overtime is assigned, that he/she wishes compensatory time (at time and one-half (1 1/2) in lieu of money payment. Once made for each assignment, this decision may not be

changed except by mutual agreement of the Chief of Police. Compensatory time may be accumulated up to and including 400 hours. Once this number is exceeded, the officer incurring such overage will be required to utilize such overage hours as soon as he/she can be scheduled off. Employees hired after January 1, 2014 shall be permitted to accrue a maximum of 300 hours of compensatory time.

- G. Officers who are scheduled by the department to be “on call” shall receive 8 hours of overtime pay at the rate of time and one-half for every full week that they are scheduled to be on call.

ARTICLE IX

Vacations

- A. All members covered under this Agreement shall be granted vacation as follows:
1. During the first year of employment: 1 vacation day for the 3rd through 12th month of employment, for a total of 10 vacation days.
 2. During the second year of employment: 1 vacation day for the 13th through 21st month, and 2 vacation days for the 22nd, 23rd and 24th month of employment.
 3. Upon completion of the second year of employment: 18 vacation days and 1 additional working day per year, up to and including the 15th year of employment, to a maximum of 30 days
- B. All members covered under this Agreement shall have one of the following options concerning their vacation time during each calendar year:
1. Each member may utilize all or part of their vacation granted to them during the calendar year including any accumulated time from previous years.
 2. Any employee having more than 23 vacation days and wishing to sell days back to the Township must by December 1st of the preceding year notify the Township of the number of days he/she intends to sell-back. Said employee has the right to rescind his/her request at any time prior to actual payment, which will be at his/her present rate of pay. Said payment will be made no later than December 31st of each calendar year.

- C. Each member must utilize at least one-half (1/2) of his/her vacation granted during that calendar year.
- D.
 - 1. Vacation days shall be prorated for the year and given on the first day of that calendar year.
 - 2. In the event an employee's employment is terminated during any calendar year, he will be required to give back to the Township the number of prorated days he has not utilized.
- E.
 - 1.
 - a. On or before November 15th of each year, the Chief or his designee shall post in a public place the annual shift assignment schedule.
 - b. On or before November 15th of each year, the chief or his designee shall post in a public place a blank schedule for the following calendar year (January 1 through December 31) for each employee to select vacations according to seniority.
 - c. Between November 15th and December 15th of each year, such employee may submit a written request for vacation for any period of the following calendar year (January 1 through December 31), and shall write his request on a master blank vacation schedule; however, if the employee does not list his preference on the master blank vacation schedule, there shall be no penalty as long as the employee has submitted a written vacation request in a timely manner. No officer will be permitted to request more vacation time on the master blank vacation schedule than he or she has accrued as of January 1st of the year for which the vacation is requested.
 - d. In the event more employees apply than can be selected for any particular vacation period, requests for vacation shall be granted according to seniority. The chief or his designee shall, by December 31, publicly post the approved vacation schedule, with specific officer's name listed, for the following calendar year (January 1 through December 31). Once a vacation is approved by the Chief of Police or his designee no officer shall lose said approval, except by agreement of the officer or in an emergency.
 - 2. Any officer who does not make a vacation selection on or before December 15th shall have his or her written vacation request considered and scheduled on a first-

come, first-served basis, regardless of seniority. The Chief or his designee shall respond, in writing, to such a request within three (3) days of the submission of the request.

- 3. No scheduled vacation may be canceled by the Chief/Department without at least thirty- (30) day's prior written notice to the affected employee.
- F. Should a member, due to sickness or injury for a period of 1 continuous year, be unable to comply with Section C, Paragraph 2, he/she will be exempt from that Section and shall be paid for all accrued vacation over 23 days.
- G. In accordance with N.J.S.A. 40A: 14-137.1, upon the death or retirement of any permanent member of the Police Department, the Township shall pay to him/her or his/her estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

ARTICLE X
Holidays

- A. All members covered under this Agreement shall enjoy 13 paid holidays and shall be paid double time for said holidays if working on same or if said holiday falls on their normal day off.

All members shall be paid for the following holidays:

New Year's Day	Presidents Day	Columbus Day
Martin Luther King's Birthday	Memorial Day	Day after Thanksgiving
Good Friday	General Election Day	Christmas Day
Independence Day	Veteran's Day	
Labor Day	Thanksgiving Day	

Payment shall be included with and shall become a part of base salary for pension purposes for all officers.

- B. Any officer who works on either Thanksgiving or Christmas Day shall be compensated at the rate of time and one half for all hours worked. If staffing levels permit, an employee scheduled to work on Thanksgiving or Christmas Day may elect not to work in lieu of receiving the additional compensation without having to utilize any leave time.

**ARTICLE XI
MEDICAL BENEFITS**

A. State of New Jersey Health Benefit Plan

- The Medical plan paid for by Stafford Township covering individual and dependents under this contract will be State Health Benefits Blue Cross/ Blue Shield Direct 15 or its equivalent. If any employee selects a plan other than NJ Direct 15, as provided within this paragraph, any difference in premium or expense will be borne by the employee and will be in addition to that employee's cost of coverage contribution detailed below pursuant to Chapter 78. The township has agreed that employees enrolled in NJ State Health Benefits in accordance with the provisions of this agreement, will be reduced to a Tier III contribution rate on the effective date of the group change to Direct 15.

B. Dental

All Employees covered under this agreement shall be entitled to choose from either of the following two plans for dental insurance coverage:

1. Managed Dental Choice (MDC)
2. Dental Option Plan (Traditional Fee Schedule Plan)

C. Vision

The Township agrees to a vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or equivalent.

D. Prescription Plan

Prescription Care coverage shall be provided through the plan administered by Benecard. The prescription plan shall match or exceed the benefits available under the State Health Benefit prescription plan. The current co-pay amounts are three (3) dollars for generic and ten (10) dollars for the name brand prescriptions.

E. The Township will provide an opportunity for Employees, upon retirement, to continue in the benefit program listed in this Article, Section B and C, and at the **Employee's expense** with individual cost the same as the group rate.

F. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article and the State Health Benefit Prescription Plan, to all Employees who have successfully completed twenty five (25) years of service, or are eligible for disability retirement, under the New Jersey Police and Fire Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring Employee, and dependents who are considered eligible for benefits under said medical plan.

G. Stafford Township retirees who have twenty five (25) years of service in Stafford Township who did not have twenty (20) or more years of service in the pension system prior to June 28, 2011 would be eligible for a health benefit contribution based on Tier II of the Chapter 78 tiered system outlined in the contract.

State Health Benefits Contribution Chart Below for reference only:

Chapter 78 Tier Schedule

	<u>Salary up to</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
Single:	19,999.99	1.13%	2.25%	3.38%	4.50%
	24,999.99	1.38%	2.75%	4.13%	5.50%
	29,999.99	1.88%	3.75%	5.63%	7.50%
	34,999.99	2.50%	5.00%	7.50%	10.00%
	39,999.99	2.75%	5.50%	8.25%	11.00%
	44,999.99	3.00%	6.00%	9.00%	12.00%
	49,999.99	3.50%	7.00%	10.50%	14.00%
	54,999.99	5.00%	10.00%	15.00%	20.00%
	59,999.99	5.75%	11.50%	17.25%	23.00%
	64,999.99	6.75%	13.50%	20.25%	27.00%
	69,999.99	7.25%	14.50%	21.75%	29.00%
	74,999.99	8.00%	16.00%	24.00%	32.00%
	79,999.99	8.25%	16.50%	24.75%	33.00%
	94,999.99	8.50%	17.00%	25.50%	34.00%
9,999,999.99	8.75%	17.50%	26.25%	35.00%	
Family:	24,999.99	0.75%	1.50%	2.25%	3.00%
	29,999.99	1.00%	2.00%	3.00%	4.00%
	34,999.99	1.25%	2.50%	3.75%	5.00%
	39,999.99	1.50%	3.00%	4.50%	6.00%
	44,999.99	1.75%	3.50%	5.25%	7.00%
	49,999.99	2.25%	4.50%	6.75%	9.00%
	54,999.99	3.00%	6.00%	9.00%	12.00%
	59,999.99	3.50%	7.00%	10.50%	14.00%
	64,999.99	4.25%	8.50%	12.75%	17.00%
	69,999.99	4.75%	9.50%	14.25%	19.00%
	74,999.99	5.50%	11.00%	16.50%	22.00%
	79,999.99	5.75%	11.50%	17.25%	23.00%
	84,999.99	6.00%	12.00%	18.00%	24.00%
	89,999.99	6.50%	13.00%	19.50%	26.00%
94,999.99	7.00%	14.00%	21.00%	28.00%	

99,999.99	7.25%	14.50%	21.75%	29.00%
109,999.99	8.00%	16.00%	24.00%	32.00%
9,999,999.99	8.75%	17.50%	26.25%	35.00%

Parent/Child

& Husband/Wife:	24,999.99	0.88%	1.75%	2.63%	3.50%
	29,999.99	1.13%	2.25%	3.38%	4.50%
	34,999.99	1.50%	3.00%	4.50%	6.00%
	39,999.99	1.75%	3.50%	5.25%	7.00%
	44,999.99	2.00%	4.00%	6.00%	8.00%
	49,999.99	2.50%	5.00%	7.50%	10.00%
	54,999.99	3.75%	7.50%	11.25%	15.00%
	59,999.99	4.25%	8.50%	12.75%	17.00%
	64,999.99	5.25%	10.50%	15.75%	21.00%
	69,999.99	5.75%	11.50%	17.25%	23.00%
	74,999.99	6.50%	13.00%	19.50%	26.00%
	79,999.99	6.75%	13.50%	20.25%	27.00%
	84,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.50%	15.00%	22.50%	30.00%
	9,999,999.99	8.75%	17.50%	26.25%	35.00%

H. Employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the purpose of being reimbursed for eligible “out of pocket” medical expenses. Employees electing to participate in the program will be charged three (3) dollars per month and must comply with all aspects of the program. This program is strictly voluntary.

I. In order for an employee hired after 1/1/2017 to be eligible for benefits in retirement they must meet the 25 year requirement in the pension system and be an employee of Stafford Township for not less than 10 years.

J. Coverage - Normal Duty. For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.

K. Coverage - Call-In Duty. For the purpose of insurance coverage only, officers called in at times other than their normal shift shall be considered on duty as of the time of the call-in.

L. In the event an employee covered under this Agreement dies in the line of duty coverage shall be continued by the Township of Stafford for the benefit of said employee’s spouse and children. The insurance benefits required to be continued herein for the benefit of the employee’s children,

shall continue in full force and effect for such children in accordance with state law and benefit agreements currently in place.

ARTICLE XII
Clothing Allowance

- A. Clothing allowance in the amount of One Thousand Three Hundred Dollars (\$1,300.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees.
- B. The clothing allowance shall be paid in equal installments on the first pay period in the months of March and September, as follows:
 - 1. Employees shall receive direct reimbursement for uniform purchases submitted to the Township. On March 1 and September 1 of each year, the Township shall pay to each officer the difference between \$650.00 and the amount previously reimbursed to the officer in the prior months since the last payment date.
- C. All employees shall properly maintain and purchase all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.
- D. Non-uniformed officers shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.
- E. The Township will repair or replace, at no cost to employee, personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by and at the discretion of the Chief of Police.
- F. The township will pay for the cost of dry cleaning uniforms.
- G. The Chief shall provide a list to the Township Administrator showing SOA members who are uniformed and non-uniformed. Said cleaning will include dry cleaning and laundering of non-uniformed personnel as well.
- H. The items shown on "Schedule A" reflect the "necessary equipment" under this contract. Any change in the required uniform list which would result in additional cost to the officer will be paid for by the township through the police department budget. This section does not preclude the township from making changes. It is simply meant to say that any change in the required uniform and equipment list which results in additional out-of-pocket expenditures shall be borne by the township and charged to the police department budget.
- I. As of January 1, 2002 clothing allowance cannot be included in the base pay for pension purposes pursuant to PFRS regulations. If regulations change to permit the inclusion of

clothing allowance into the base pay, the township agrees to implement that change as soon as possible.

ARTICLE XIII
Legal Aid

The Employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties for false arrest, bodily damage and property damage. Said police professional liability policy shall have minimum coverage of \$1,000,000 and the township agrees to purchase the maximum amount available through the Ocean County Joint Insurance Fund and the State Municipal Excess Liability Joint Insurance Fund up to \$5,000,000.

It is understood that any litigation which is commenced against an employee for false arrest, bodily damage and property damage will be defended by the Township in accordance with the provisions of its liability insurance policies and that such defense and insurance coverage shall continue notwithstanding the death of an employee in regard to any action filed against said employee or his estate in regard to the performance of his duties as a police officer for the Township of Stafford.

ARTICLE XIV
Disability

- A. All Employees shall be subject to the provisions of the NJ State Disability Plan.
- B. So as not to create undue financial hardship, employees who develop a catastrophic medical condition and who have utilized all of their sick, vacation, compensatory time and personal leave may apply to the township council for a medical leave of absence with pay for a period not to exceed one year. (The approval of the township council shall not unreasonably be withheld if the employee has demonstrated and documented an acute medical condition to the satisfaction of the township administrator.)
- C. The provisions with respect to the township's Alternate Duty Policy may be used in cases of non-job related injuries. All of the procedures and time limits adopted by the township for Alternate Light Duty policy shall apply.
- E. While in the performance of his/her duties as police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, he/she shall be granted up to one (1) year leave with pay, providing that the police

surgeon shall certify that such injury, illness or disability is caused as a direct and proximate result of the performance of such police duties. Additionally, at the discretion of the township council, the leave may be extended beyond one year, to be determined on a case by case basis.

- F. The township shall have the right to obtain disability insurance and to collect the same contribution as required by the State of New Jersey Disability Plan for public employees.

ARTICLE XV
Salaries

Salary Schedule Existing SOA
Prior to January 1, 2013

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Sgt. Year 1	123,583	126,055	128,576	131,147	133,770
Sgt. Year 2	128,586	131,158	133,781	136,456	139,186
Sgt. Year 3	133,667	136,340	139,067	141,848	144,685
Lieutenant	149,707	152,701	155,755	158,870	162,048
Captain	167,672	171,025	174,446	177,935	181,494

Salary Schedule SOA
After January 2010

Sgt. Year 1	119,169	121,552	123,983	126,463	128,992
Sgt. Year 2	123,935	126,414	128,942	131,521	134,151
Sgt. Year 3	128,893	131,471	134,100	136,782	139,518
Lieutenant	144,359	147,246	150,191	153,195	156,259
Captain	161,683	164,917	168,215	171,579	175,011

- B. For current SOA members the employer agrees that the following rank differentials shall be established and maintained between the following ranks:
1. At least twelve (12%) percent differential between Patrolman or any other rank below the First Year Sergeant. The differential for new officers promoted into the SOA after 1/1/10 shall be eight percent (8%).
 2. At least four (4%) percent differential between the First Year Sergeant and the Second Year Sergeant.
 3. At least four (4%) differential between the Second Year Sergeant and the Third Year Sergeant.
 4. At least twelve (12%) percent differential between Third Year Sergeant and Lieutenant.
 5. At least a twelve (12%) percent differential between Lieutenant and Captain.
- E. For the duration of this Agreement pay periods shall be determined by the township, however employees will be paid no less frequently than bi-weekly (every other Thursday).
- F. Longevity pay, holiday pay and educational incentive pay shall be considered a part of base pay for pension purposes.

ARTICLE XVI
Longevity

- A. Each employee shall be paid, in addition to his current annual wage, longevity increments based upon the length of continuous service with the Stafford Township Police Department, as fixed and determined according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENTS OF BASE PAY</u>
Upon entering the 1st day of	
The 5th year of service	2%
Upon entering the 1st day of	
The 9th year of service	5%
Upon entering the 1st day of	
The 13th year of service	7%
Upon entering the 1st day of	

The 17th year of service	9%
Upon entering the 1st day of	
The 20th year of service	10%
The 23 rd year of service	12%

B. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at that time, at the adjusted rate, on the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary and shall be considered to be a part of base pay for pension purposes.

C. A new "lump sum" longevity schedule shall take affect for new employees hired on or after 7/1/02:

Beginning the first day of the following year

	5 th	10 th	15 th	20 th
Captain	1,848.31	4,620.79	7,393.26	9,241.57
Lieutenant	1,665.15	4,162.87	6,660.59	8,325.74
4 th year Sgt	1,500.13	3,750.33	6,000.53	7,500.67
3 rd year Sgt	1,456.44	3,641.10	5,825.76	7,282.20
2 nd year Sgt	1,400.42	3,501.06	5,601.69	7,002.12
1 st year Sgt	1,346.56	3,366.40	5,386.24	6,732.80

D. Employees hired after January 1, 2014 **shall not** be entitled to any longevity payments.

ARTICLE XVII
Savings Clause

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XVIII

Duration

This Agreement shall be in effect as of the first day of January 2017, to and including the 31st day of December 2020. In the event that a new written contract has not been entered into between the Employer and the SOA on or before the 1st day of January 2021, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2021.

ARTICLE XIX

Educational Incentives

- A. A superior officer may take up to three (3) courses in an institution of higher learning in any semester which course is related to a major in Police Science, Criminal Justice, Human Resources or related fields of police work or law as determined and approved by the Chief of Police. Methods of payments shall be as follows:
1. The officer may request from the Township and receive payment to prepay said courses he/she wishes to enroll in. Upon completion of said enrolled course, said employee must, within two weeks, present to the Chief of Police proof of passing grade for the enrolled course. If in the event said enrolled course resulted in a failing grade, said employee must reimburse to the Township within six (6) months all monies received from the Township for that particular prepaid course.
- OR
2. If the officer receives a passing grade, he/she will submit to the Chief of Police proof of said passing grade, at which time he will authorize the Township Treasurer to reimburse said employee for said course.
- B. The Township shall provide payment for superior officer who attends an institution of higher learning in the following manner:
1. a. Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the completion of a Graduate Degree (restricted solely to those areas of study set forth in Paragraph A of this Article), which courses are approved by the Middle State Association of Colleges and Schools.

2. a. The Township shall provide payment for degrees from an accredited college or university in the following manner:

Associates Degree	\$ 1,500.00
Bachelors Degree	\$ 2,500.00
Masters Degree	\$ 3,000.00
Doctorate Degree	\$ 3,500.00
Master Superior Officer	\$ 2,500.00

- b. Educational incentive pay shall be included in and become a part of base salary for pension purposes. The Master Superior Officer Educational Incentive becomes effective upon completion of the second year as a Superior Officer.

- c. If an employee shall leave his/her position with the Stafford Township Police Department within two (2) years of receipt of payment for said tuition monies from the township, said employee shall be obligated to repay said tuition payments to the township in full within 30 days of his/her departure.

- d. Employees hired after the ratification of this contract will no longer be eligible for the Associates or Bachelors stipends.

ARTICLE XX
Grievance Procedure

A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Aggrieved person: An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in interest: A ‘party in interest’ is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Requirements

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.
2. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Association, or by an attorney, where reasonable notice of legal representation is give the Employer. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the Association representative in which case the Association may not be present at any stage of this procedure. However, in the event the Association is not present after final determination at Step Three, if such final determination is made, the Association will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.
3. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

C. Procedure

Step One:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his

representative with five (5) calendar days from its presentation to the Division Commander.

Step Two:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the chief of Police within five (5) calendar days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal to the Chief of Police.

Step Three:

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Township Administrator as designated by present Township Resolution within five (5) calendar days of receipt of the decision in Step Two. The Township Administrator will meet with the employee and/or his Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Township Administrator and returned to the employee and Association representative within thirty (30) calendar days from its appeal to the Mayor and Council.

Step Four:

Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Commission (PERC) by either party within ten (10) calendar days of the date of the Employer decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Fourth Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of selecting an impartial arbitrator, the parties will meet within seven (7) calendar days from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a seven (7) calendar day period, the parties or party acting jointly or separately, shall request the American Arbitration Association to submit a panel of five (5) arbitrators. To select an arbitrator from the panel, the parties shall alternately strike on name, with the last remaining name becoming the arbitrator.

The cost of the arbitrator and the expenses of the hearing, including a court report if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of the Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

- D. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.
- E. The Association shall notify the Employer, in writing, the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Association as soon as changes are made.

ARTICLE XXI
Deduction of Membership Dues and Agency Shop

- A. Upon receipt of written voluntary authorization and assignment of an employee covered by this Agreement on a form agreed upon between the Township and the SOA, the

Township agrees to deduct membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the SOA during the full term of this Agreement and other extension or renewal thereof. The Township shall promptly remit, monthly, any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the SOA.

- B. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- C. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.
- D. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The SOA agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Township's complying with the provisions of this Article provided that: one (1) the Township gives the SOA timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this section, and two (2) if the SOA so requests, in writing, the Township will transfer to it the full responsibility for the defense of such claim, suit or other form of liability.

ARTICLE XXII
Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 2021 contract shall be initiated on or before the 15th day of October, 2020, and that the parties hereto will schedule as soon thereafter as practically possible a time and place to discuss the terms and conditions of the 2021 contract.

ARTICLE XXIII
Retention of Benefits

Except as otherwise herein provided, all benefits which employees have enjoyed as a result of ordinance, resolution of the Township or Collective Bargaining Agreement, unless said benefit has been rescinded or superseded by subsequent ordinance, resolution or contract, said benefit shall be retained by said employee.

ARTICLE XXIV
No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXV
Out-of-Title Work

If an officer is authorized to serve, and in fact does serve, in a higher rank than his/her own for more than five (5) days in a calendar year, and if the officer actually performs all the duties and responsibilities of the higher rank, such employee shall receive the pay for the higher rank, effective on the 6th day worked in the higher rank. This provision shall apply only to the ranks included in this collective bargaining agreement.

ARTICLE XXVI
Burial Expenses

The township shall pay for burial expenses up to \$7,500.00 for any officer killed in the line of duty while working as a police officer for Stafford Township.

ARTICLE XXVII
Fraternal Order of Police

No more than 2 Superior Officers shall be given time off to attend the monthly meetings of the Fraternal Order of Police PROVIDED the Chief of Police is notified at least 10 days in advance and further provided that the Chief of Police may rescind his authorization to attend if work demands require the officers to be on duty.

ARTICLE XXVIII
Completion of Agreement

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of Nov. 2017.

**STAFFORD TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION**


TOWNSHIP OF STAFFORD

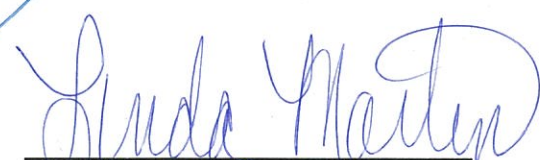
 11/30/17

BY: 




John R. Spodofora, Mayor


James A. Moran, Township Admin.


Linda Martin,
Acting Municipal Clerk