

**AGREEMENT**

Between

**TOWNSHIP OF STAFFORD**

and

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
COUNCIL 71 LOCAL 3304A**

**Effective January 1, 1995 through December 31, 1998**

**Prepared By:**

**James L. Plosia Jr.  
Apruzzese, McDermott, Mastro & Murphy  
Somerset Hills Corporate Center  
25 Independence Boulevard  
Post Office Box 112  
Liberty Corner, New Jersey 07938  
(908) 580-1776**

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1776

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
I	Union Recognition . . . . .	2
II	Check Off . . . . .	4
III	Union Business . . . . .	6
IV	Non-Discrimination . . . . .	8
V	Seniority . . . . .	9
VI	Hours of Work . . . . .	11
VII	Overtime . . . . .	12
VIII	Call In Pay . . . . .	14
IX	Wages . . . . .	15
X	Longevity . . . . .	18
XI	Sick Leave . . . . .	19
XII	Holidays . . . . .	23
XIII	Paid Vacations . . . . .	25
XIV	Clothing Allowance . . . . .	28
XV	Leaves . . . . .	29
XVI	Insurance . . . . .	31
XVII	Additional Beneficiaries Benefits . . . . .	33
XVIII	Grievance Procedure . . . . .	34
XIX	General Provisions . . . . .	42
XX	Disability . . . . .	43
XXI	Education Incentive . . . . .	46
XXII	Vacancy, Probation and Promotion . . . . .	48

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P.O. Box 112  
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(908) 580-1776

XXIII	Management Rights Clause . . . . .	50
XXIV	Departmental Activities . . . . .	52
XXV	Discipline and Discharge . . . . .	53
XXVI	Waiver . . . . .	54
XXVII	Savings Clause . . . . .	55
XXVIII	Fully Bargained Provisions . . . . .	56
XXIX	Duration . . . . .	57

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APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07938  
(608) 580-1776

**PREAMBLE**

This Agreement made this 9<sup>th</sup> day of March, 1996 by and between the **TOWNSHIP OF STAFFORD**, a municipality in the County of Ocean, State of New Jersey, hereinafter referred to as "Township" or "Employer", and **LOCAL 3304A OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 71**, hereinafter referred to as "Union" or "AFSCME", represents the complete and final understanding of the parties on all bargainable issues.

**WITNESSETH:**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees, and to establish a basic understanding relative to the conditions of employment consistent with the law;

**NOW, THEREFORE**, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07036  
(908) 580-1776

ARTICLE I

UNION RECOGNITION

A. The Employer recognizes the Union as the exclusive representative, as certified on May 21, 1979, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of those employees certified by the aforesaid certification of May 21, 1979 employed by the Township of Stafford.

B. The term "employee" and "employees" shall mean all permanent employees occupying the following titles:

Assessing Clerk	Sr. Assessing Clerk
Principal Clerk/Typist	Clerk/Typist
Clerk/Typist-Police Dept.	Sr. Clerk/Typist-Police Dept.
Clerk/Typist/Receptionist Police Dept.	Police Clerk/Matron
Chief Telecommunicator/ Matron	Payroll Clerk/Personnel Clerk
Principal Tax Clerk	Control Person
Field Appraiser	Principal Assessing Clerk
Sr. Clerk/Typist	Violations Clerk
Telecommunicator/Matron	Crossing Guard
Sr. Clerk/Bookkeeper	Clerk/Typist/Receptionist
Clerk/Bookkeeper	

C. In the event that the above listed classifications are retitled or in the event that additional classifications are added to a Township roster which would be eligible for inclusion

of the above unit of this Article, such classification shall be specifically included in this section, upon the mutual agreement of the Township and the Union.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07938  
(609) 580-1776

**ARTICLE II**

**CHECK OFF**

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within 30 days of initial employment within the unit, and all newly hired permanent employees who do not join within 10 days of employment shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to no more than 85% of the regular Union 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's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purpose of this provision, employees employed on a 10 month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. The Township shall deduct from the pay of each employee in the bargaining unit who furnishes a written authorization for such deduction, in a form acceptable to the Township, during each calendar month, the amount of monthly

dues. The regular membership dues, fees and assessments, shall be as certified to the Township by the Union at least 30 days prior to the month in which the deduction of union dues is to be made.

C. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary/Treasurer AFSCME, District Council #71, 2299 Fries Mill Road, Williamstown, New Jersey 08094, by the 30th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

D. Indemnification

AFSCME 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 complying with the provisions of this Article, provided that:

1. The Township gives AFSCME 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.

2. If AFSCME so requests, in writing, the Township will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.



ARTICLE III

**UNION BUSINESS**

A. The Union shall neither solicit members nor conduct any Union business on the Employer's property during Employer-assigned work schedules of either the representative of the Union or the employee involved, except both parties agree the following may take place during normal working hours:

1. Collective bargaining.
2. Up to 15 minutes per day during working hours to discuss specific grievances.
3. Grievance being heard.

B. Union Bulletin Boards

The Union will have access to a bulletin board in each work area of the Township. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship with the members of the Union. It is understood that no messages of a political nature shall be posted on these bulletin boards. The total space shall not exceed 25 square feet.

C. Union Conference and Conventions

1. Leave will be granted to Union delegates to attend conventions and conferences not to exceed 2 persons for a total of 8 days maximum without pay during the year of the bi-annual AFSCME Conference.

2. Requests for Union delegates to attend the conventions in C-1 must be submitted to the Township Administrator no less than 60 days prior to the start of the convention.

3. The President and Vice President of the local union Chapter will be granted, in the aggregate, no more than 10 days off with pay to attend Council 71 Executive Committee meetings.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07938  
(908) 590-1770

**ARTICLE IV**

**NON-DISCRIMINATION**

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee, full-time or part-time, because of race, creed, color, age, sex, marital status, religion, national origin, union, non-union or political affiliation.

C. All provisions of this contract shall be equitably applied and enforced.

D. The Township agrees to conform with the Americans with Disabilities Act without discrimination.

**ARTICLE V**

**SENIORITY**

A. Seniority is defined as total length of unbroken service from date of last hire.

B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of selection of vacations to the extent that it does not interfere with job requirements.

C. In the event of layoff and rehiring, the last person hired in the job classification affected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority in his/her classification, provided the more senior employee is able to do the available work in the most satisfactory manner.

D. No employee shall be hired to fill a vacancy for which a laid off employee is qualified.

E. An employee having broken service with the Employer (as distinguished from an authorized leave of absence) shall maintain seniority credit during the time not employed by the Employer to a maximum of 2 years, at which time all relationship to the Employer is lost.

F. If a question arises concerning 2 or more employees who were hired on the same date, the following shall apply: seniority preference among such employees shall be determined by whichever employee's name appears first on the employment resolution or, in the absence of same, by alphabetical order.

G. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Employer shall furnish copies of same to the Union upon reasonable request.

H. Seniority for civilian employees of the Police Department shall be in accordance with Title 40A of the statutes of the State of New Jersey and, in addition, the rules and regulations of the Police Department pertaining to seniority, which rules and regulations are incorporated by reference herein.

ARTICLE VI

HOURS OF WORK

A. The Police Chief shall have the right to determine the work shifts of the employees working for said Police Department.

B. Police Dispatchers are considered to be 40 hours per week employees. Dispatchers shall receive a paid meal period, not to exceed one-half hour, during the 8 hour shift period the employee is working. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied. If an emergency is determined by Shift Commander or Department Head, the one-half hour shall be paid at time and one-half.

C. All other employees covered by the Agreement are considered to be 35 hours per week employees. All such employees are entitled to a 1 hour non-paid meal period for each shift of 7 hours.

D. After 10 consecutive days, any employee assigned to work in a higher classification for the 11th consecutive work day shall be paid at the higher rate retroactive to the first day of assignment.

**ARTICLE VII**

**OVERTIME**

A. Overtime shall be defined as any work performed beyond the normal work day for all full and part time employees under this Agreement. Said overtime shall be compensated at the rate of one and a half times the employee's normal hourly rate. Two times the normal rate of pay will be paid to employees who work Sunday or a holiday, provided that the employee is not already receiving holiday pay and/or the day is one of the employee's regularly scheduled work days. Said paid overtime can be taken in monetary or compensatory time, at the employee's discretion, if authorized by the department head or administrator prior to time worked.

B. All overtime must be authorized by the appropriate supervisor before it is worked, and shall be compensated.

C. Overtime work shall be distributed as equally as possible among employees capable of performing the work to be done in accordance with the discretion of the Supervisor having the responsibility of said department.

D. Any employee who shall be required to appear before any grand jury or at any municipal, county, Superior or Supreme Court proceeding arising out of his/her employment during his/her off duty hours, shall suffer no loss in compensation. When such appearance occurs outside his/her assigned duty hours, such time shall be considered a time-off assignment to, and performance of, duty, and he/she shall suffer no loss in

compensation. When such appearance occurs outside his/her assigned duty hours, he/she shall receive monetary compensation in accordance with the overtime provisions of this Agreement.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07638  
(609) 580-1776



ARTICLE VIII

CALL IN PAY

A. An employee who is called in to do work outside of his/her regular hours shall be entitled to "Call In Pay" as hereinafter set forth.

B. The employee "called in" shall be guaranteed a minimum of 4 hours payable at one and one-half times his/her normal rate of pay. If appropriate, such employee shall be entitled to payment at the appropriate overtime rate for all hours actually worked in excess of 4 hours.

C. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours.

D. The supervisor shall have the right to require the employee called in to work the full 4 hours even if the initial request for work to be performed took less than the aforesaid 4 hours.

ARTICLE IX

WAGES

A. All employees covered by this Agreement shall be paid in accordance with the following schedule in 1995 through 1998:

<u>CATEGORY</u>	<u>YEAR</u>	1995 (3.9%)	1996 (4.1%)	1997 (4.2%)	1998 (4.0%)
I					
Sr. Clerk/Bookkeeper	First	10.04	10.67	11.36	11.99
Payroll/Personnel Clerk	Second	10.90	11.53	12.22	12.85
Police Clerk/Matron	Third	11.76	12.39	13.08	13.71
	Fourth	12.62	13.26	13.95	14.57
	Fifth	13.49	14.12	14.81	15.44
	Sixth	16.12	16.78	17.48	18.18
II					
Field Appraiser	First	9.61	10.24	10.93	11.56
Principal Tax Clerk	Second	10.47	11.10	11.79	12.42
Control Person	Third	11.33	11.96	12.65	13.28
Principal Clerk Typist	Fourth	12.19	12.82	13.51	14.14
	Fifth	14.39	15.02	15.71	16.34
III					
Sr. Clerk Typist	First	9.13	9.76	10.45	11.08
Clerk Bookkeeper	Second	9.98	10.61	11.30	11.93
Principal Assessing Clerk	Third	10.83	11.47	12.16	12.79
Violations Clerk	Fourth	11.69	12.32	13.01	13.64
	Fifth	12.54	13.18	13.87	14.49
	Sixth	14.25	14.89	15.58	16.20

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APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07838  
(609) 580-1770

<u>CATEGORY</u>	<u>YEAR</u>	1995	1996	1997	1998
		(3.9%)	(4.1%)	(4.2%)	(4.0%)
IV					
Clerk Typist	First	8.89	9.52	10.21	10.84
Crossing Guard	Second	9.75	10.38	11.07	11.70
	Third	10.61	11.24	11.93	12.56
	Fourth	11.47	12.10	12.79	13.42
	Fifth	12.34	12.97	13.66	14.29
	Sixth	14.06	14.69	15.38	16.01
V					
Telecommunicator/Matron	First	8.78	9.34	9.94	10.49
Chief Telecommunicator/Matron	Second	9.54	10.09	10.69	11.24
	Third	10.29	10.84	11.44	11.99
	Fourth	11.05	11.60	12.20	12.75
	Fifth	11.80	12.35	12.95	13.50
	Sixth	14.11	14.69	15.28	15.89

The Chief Telecommunicator/Matron shall receive an additional \$675.00 for the years 1995, 1996, 1997, and 1998 (distributed as part of the periodic paycheck).

The Police Clerk/Matron, after having served in that position for 15 or more years, shall receive an additional \$675.00 for the years 1995, 1996, 1997, and 1998 (distributed as part of the periodic paycheck).

The part-time telecommunicator/matron shall receive an hourly rate based upon the telecommunicator/matron Category V annual salary.

Midnight shift differential: \$.75 per hour for the years 1995, 1996, 1997, and 1998.

All telecommunicators shall receive a one-time payment of \$300.00 within 20 days of the date this contract is signed. This payment shall not be included in the telecommunicators' base salary.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
PO Box 442  
LIBERTY CORNER, N.J. 07938  
(609) 580-1776

ARTICLE X

LONGEVITY

A. All employees covered by this Agreement shall receive longevity compensation commencing on the anniversary date of hire according to the following schedule:

YEARS OF SERVICE

INCREMENTS OF BASE PAY

Upon entering the 1st day of the 5th year of employment	2%
Upon entering the 1st day of the 9th year of employment	4%
Upon entering the 1st day of the 13th year of employment	6%
Upon entering the 1st day of the 17th year of employment	8%
Upon entering the 1st day of the 20th year of employment	10%

B. Longevity pay shall commence upon attainment of the specified increment level in the pay period immediately following the increment date.

C. It is agreed that employees covered by this Agreement or revert back to increments based on dollar amount of the percentage at the time the PBA and the Teamsters Union agree to the same.

ARTICLE XI

**SICK LEAVE**

A. Service Credit For Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based upon their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township. Sick leave may also be used for up to 5 day periods because the attendance of the employee upon a member of the immediate family who is seriously ill. Other family illness leave will be determined on a case-by-case basis by the Township Administrator.

2. For the purposes of this Article, immediate family means mother, father, spouse, child, foster child, grandfather and grandmother of the employee. It shall also include relatives of the employee residing in the employee's household.

B. Sick Leave

1. For permanent employees, sick leave with pay shall accrue to any full-time employee on the basis of 1 working day per month during the remainder of the first calendar year of initial employment and 15 days in every calendar year

thereafter. Employees may accumulate up to 365 days of sick leave.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Sick leave entitlement shall be pro-rated for seasonal employees and for those employees who resign before the end of the calendar year.

4. Those employees who retire at any time during the calendar year shall be entitled to the full sick leave allowance for that year.

5. Sick leave shall be calculated on a hour-for-hour basis.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, the supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify the supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for 3 consecutive days shall constitute a resignation.

2. An absence due to illness on a Monday or a Friday of the day preceding or following a paid holiday may require a

written statement of the attending physician when the Township has previously notified the employee of such requirement.

D. Service-Connected Illness, Injury/Disability Leave

1. Self-inflicted injuries or service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

2. No employee, while on sick leave for the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever. Whenever an employee reports being sick, it is understood that the employee will be at home, and if for some reason the employee must leave home during the absence for sickness, then and in that case, a telephone number where the employee can be reached must be available.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for 3 or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totalling 10 days in 1 calendar year, consisting of periods of less than 8 days, may be required to submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic and recurring nature requiring absences of 1 day or less, in which case only 1 certificate of illness shall be necessary for a period of 6 months.



b. The Department Head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In cases of leaves of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required upon return to work.

3. The Township may require an employee who has been absent because of personal illness, as a condition for return to duty, to be examined at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing normal duties and that returning to work will not jeopardize the health of other employees.

F. Sick Leave Buy Back

Effective January 1st, any employee who has accumulated more than 15 days of sick leave may "redeem" up to a maximum of 5 days per calendar year. To qualify for this "buy-back" the employee must give written notice to the Township Administrator no later than December 1st of the previous year. Police personnel shall notify the Chief of Police, and provide a copy to the Township Administrator. Payment for the "redeemed" sick leave days shall be made on the first pay day in February.

ARTICLE XII

**HOLIDAYS**

A. The following shall be paid holidays for all employees (1995 and 1996).

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Municipal Election Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	* 1 floating holiday

B. The following shall be paid holidays for all employees (1997 and 1998).

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	* 1 floating holiday

C. All but police personnel required to work on a holiday shall be paid holiday pay, plus time-and-a-half, for all hours worked.

D. \* Floating holiday will be paid as straight time and will be taken with the prior approval of the Department Head.

E. Police Personnel

All police personnel covered under this Agreement shall be paid for 15 paid holidays, and shall be paid holiday plus time-and-a-half for all hours worked, if working on same or if said holiday falls on a normal day off.

F. An employee who works a full shift on Thanksgiving or Christmas shall receive an additional stipend of \$50.00.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07908  
(908) 580-1778

ARTICLE XIII

**PAID VACATION**

A. All employees covered by this Agreement shall receive vacation days as follows: First year employees will earn 1 vacation day per month after the first 2 months of employment, totalling 10 days after the first year worked, at a rate of 1 day per month, until they have completed at least 12 months of employment, at which time they will be eligible to receive vacation on a calendar year basis. To be eligible to receive vacation on a calendar year basis, the employee must have started work before January 5th of that year of employment. If they have not reached 12 months of employment when the next calendar year begins, the employee will receive 1 vacation day per month until the next or third calendar year begins.

Vacation time as per calendar year will be as follows:

2nd Year	15 days
3rd Year	16 days
4th Year	17 days
5th Year	18 days
6th Year	19 days
7th Year	20 days
8th Year	21 days
9th Year	22 days
10th Year	23 days
11th Year	24 days
12th Year	25 days
After 12th Year	25 days

B. Notwithstanding paragraph (A) above, employees hired subsequent to January 1, 1996 will be entitled to paid vacation leave pursuant to the following schedule:

1. After the first full year of employment until the end of the fourth year: 12 vacation days per year.

2. After four full years of employment until the end of the eleventh year of employment: 15 vacation days per year.

3. After eleven full years of employment until the end of the nineteenth year of employment: 20 vacation days per year.

4. After the nineteenth year of employment and for every year of employment thereafter: 25 vacation days.

C. 1. The Department Head or designee shall designate the date upon which all vacation requests are due. Vacation requests shall be considered in order of seniority within job classifications. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Department Head or designee in deciding how many employees may be absent from duty at any one time.

2. Except to the extent of the managerial decision in approving a vacation violates the seniority requirement of this Agreement, management's prerogative to determine the number of individuals on vacation at any one time is not subject to the grievance procedure of this Agreement.

D. 1. An employee shall receive a response to a written vacation request no later than 1 week from the date of said request.

2. Requests for vacation shall be returned to the immediate supervisor. Vacation should not be unreasonably denied.

E. 1. If and when an employee leaves employment for any reason, the employee should be compensated for any vacation time.

2. An employee may accumulate a maximum of 2 years vacation time to be carried for the succeeding year. An employee may not exceed an accumulation of two year's vacation time in any given year.

ARTICLE XIV

**CLOTHING ALLOWANCE**

The clothing allowance and maintenance arrangements for employees for the Police Department which is currently in effect shall be continued during this Agreement.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1776

ARTICLE XV

LEAVES

A. Personal Days

1. All employees covered under this Agreement shall be entitled to 4 personal days, which shall be used for personal business. Personal days shall not be accumulated from year to year.

2. Effective January 1, 1997, employees will be entitled to 5 personal days per year, and, also beginning in calendar year 1997, are eligible to be paid for up to 2 unused personal days. Payment for said unused personal days will be made at the same time the employee receives money from the Township for the employee's "sell-back" of sick days from the previous year.

B. Death in Family

1. Employees shall receive 5 working days off with pay (commencing on the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, guardian children, and foster children residing in the house at the time of death.

2. The employee shall receive 1 day off with pay (day of burial and only if funeral services are attended) for the following: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree, guardian children or foster children not residing in the house at the time of death.



3. When the deceased is buried in another city and the employee will be unable to return to duty with the leave granted in this section, exceptions to the above may be granted upon verification of such circumstances to the Township Administrator.

C. Jury Duty

An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid, the difference between jury duty fees received and his/her regular daily compensation. If jury duty ends before noon or begins after noon, the employee shall report to work for the remainder of the day.

ARTICLE XVI

**INSURANCE**

A. Personal Liability

All police employees under this Agreement shall be covered under the blanket liability insurance program presently in effect for those employees in the Police Department.

B. Hospitalization

1. All employees covered under this Agreement shall be entitled to hospitalization and medical benefits, same as present coverage or its equivalent. Co-pay of medical insurance for all employees hired after January 1, 1992 will be 50% of the increased premium cost over the base year of 1992. This co-pay will cease following completion of the 5th year of employment, at which time that employee will receive the same benefits enjoyed by employees hired prior to January 1, 1992.

2. Should the Township at any time in the future be permitted to have its employees pay the difference between various types of medical insurance coverage while enrolled in the State Health Benefits Plan, this contract may be reopened by the Township for the purpose of the Township's negotiating with the Union on the issue of employee contributions for an employee's continuing enrollment in the State Health Benefit Plan's traditional medical insurance coverage.

C. Dental Plan

All employees covered under this Agreement shall be entitled to a dental insurance program, the same as the present coverage

or its equivalent. Coverage shall be the same as provided generally to other Township employees.

D. Prescription Drugs

Upon the signing of this Agreement, all members covered by this Agreement shall be entitled to a Prescription Drug Plan for family coverage as follows: \$1.00 co-pay for generic drug, \$5.00 for brand name drugs.

E. Optical Plan

All employees covered by this Agreement shall be entitled to the Group Vision Care Plan or its equivalent.

F. Part-time Employees

Part-time employees in the bargaining unit who work 20 hours per week or less shall not be entitled to receive any of the benefits set forth in this Article. Part-time employees who work more than 20 hours per week shall be entitled to receive the benefits set forth in this Article as well as other benefits to which they may be entitled on a pro-rated basis.

G. Commencing January 1, 1990, the Township agrees to provide hospitalization and medical benefits as listed in Section "B" of this Article to any and all employees, past and present, who have successfully completed 25 years of active service or are eligible for disability under the New Jersey Public 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.

**ARTICLE XVII**

**ADDITIONAL BENEFICIARIES BENEFITS**

In addition to the other benefits already provided for, beneficiaries shall be paid for accrued vacation time, earned holiday pay, and sick leave as per the retirement schedule set forth in Article XIX, Section D, upon the death of an employee covered under this Agreement while in the Township's employ.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1770

**ARTICLE XVIII**

**GRIEVANCE PROCEDURE**

A. For all employees except for members assigned to the Police Department:

1. The purpose of this Article is to provide for a peaceful and equitable means of resolving differences between the parties.

2. A grievance shall be defined as any claim, breach, misinterpretation, or misapplication of any express provision of this Agreement. Disciplinary action with just cause may be the subject of a grievance under this Agreement.

3. The following procedure shall be used to resolve grievances as an exclusive method. All time frames shall be strictly complied with. Failure to comply with said time frame shall constitute a waiver.

**STEP ONE**

The grievant and/or his representative shall attempt to resolve the dispute orally with the grievant's immediate supervisor within 10 working days of the occurrence giving rise to the grievance. The supervisor shall respond within 5 working days of the presentation of the grievance.

**STEP TWO**

If the grievance is not resolved in Step One, the grievant and/or representative may appeal in writing to the Township Administrator within 10 working days after the answer in Step One was received or was due. The Township Administrator shall

notify the grievant of a hearing date within 15 working days after submission of the grievance. The hearing shall take place no later than 15 working days after the date is set, and a written answer shall be provided to the grievant within 10 working days after the hearing.

**STEP THREE**

If the grievant is dissatisfied with the Township Administrator's determination, the grievant and/or representative may invoke binding arbitration of the grievance by notifying the Township Administrator within 30 working days after receipt of the answer from the Township Administrator or the time said answer was due.

**STEP FOUR**

As soon as practical after submission of the notice of intent to arbitrate, the parties shall select an arbitrator in accordance with the rules of the Public Employment Relations Commission.

4. The arbitrator's decision shall be in writing and shall be final and binding on both parties.

5. The cost of arbitration shall be shared equally by both parties. Should either party request a transcript, the cost thereof shall be borne solely by the party requesting it.

6. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement, nor shall the arbitrator have the right to make any decision inconsistent with this Agreement or the laws of the State of New Jersey.

7. At all levels of the grievance procedure, the Employer and the grievant shall be entitled to have representation, to present evidence and testimony, and to cross-examine witnesses.

8. Employees processing a grievance or appearing at a grievance hearing during work hours shall not suffer a loss of pay. The scheduling of grievance procedures shall be encouraged to be outside the normal working hours, which scheduling shall be mutually agreed upon between the Employer and the Union.

B. For all members of the unit assigned to the Police Department:

1. Definitions

a. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

b. Aggrieved person: An "aggrieved" person is the person or persons of the Union making the claim.

c. 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 may be taken in order to resolve the claim.

2. Initial Requirements

a. 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.

b. An employee may be represented at all stages of the grievance procedures by his/her option by a representative by

the Union, or by an attorney, where reasonable notice of legal representation is given to the employer. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages at the grievance procedure, unless the employee objects to the presence of the Union representative in which case the Union may not be present at any stage of the procedure. However, in the event the Union is not present after final determination at Step Three, if such final determination is made, the Union will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

c. Grievances must be presented promptly and no later than 20 calendar days from the date of grievance or within 20 calendar days after the grievant would reasonably be expected to know of its occurrence.

3. Procedure

STEP ONE

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his/her immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within 5 calendar days of presentation, to be considered further, must be filed in writing within 3 calendar days after the disposition by the supervisor. The grievance shall be presented to the Lieutenant in triplicate on mutually agreed upon forms furnished by the



Employer and signed and dated by the employee(s) and Union representative. The Lieutenant and supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will be made by the Lieutenant and supervisor and returned to the employee and his/her representative within 5 calendar days from its presentation to the Lieutenant.

**STEP TWO**

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the employee's Captain/Division Commander within 3 calendar days of receipt of written decision in Step One. The Captain/Division Commander or his representative will meet with the employee, his/her representative, supervisor, and representatives of the Employer, as the Captain/Division Commander may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Captain/Division Commander or his representative within 3 calendar days from its presentation to the Captain/Division Commander.

**STEP THREE**

If dissatisfied with the decision of Step Two, to be considered further, the grievance must be appealed to the Chief of Police within 4 calendar days of receipt of the written decision in Step Two. The Chief of Police or his representative will meet with the employee, his/her representative, the supervisor, the Captain/Division Commander, and representative

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 Union representative within 9 calendar days from its appeal to the Chief of Police.

**STEP FOUR**

If dissatisfied with the decision in Step Three, to be considered further, the grievance must be appealed to the Township Administrator within 5 calendar days of receipt of the decision in Step Three. The Township Administrator or his/her representative will meet with the employee and/or his/her union representative and the Chief of Police to discuss in attempt to resolve the grievance. Following this meeting, a written decision will be made by the Township Administrator and returned to the employee and Union representative within 30 calendar days of its appeal to the Township Administrator.

**STEP FIVE**

a. Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Commission ("PERC") by either party within 10 calendar days of the date of the Employer's decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal procedure and selection of an arbitrator shall be in accordance with the PERC rules.

b. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expenses shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. In formulating a decision, 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.

4. 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 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.

5. The Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within 30 calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as changes are made.

6. The parties agree that a grievance form shall be provided which allows for mere acknowledgement of receipt, by

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1778

officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The expeditious movement of this form to the person or persons able to render a substantive response is the desire of the parties.

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APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07008  
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**ARTICLE XIX**

**GENERAL PROVISIONS**

A. The Employer shall at all times maintain safe and healthy working conditions.

B. For those employees who handle Township funds, said employees shall continue to be responsible for said funds in accordance with the Township's rules and regulations pertaining to same. The Township shall maintain the current bonding insurance for the benefit of the Township and the employees affected by this Article. The Township shall provide to the Union on an annual basis a list of those union employees covered under the Township's fidelity bonding requirements, and the amounts of those bonds.

C. The Employer shall prepare job descriptions for each classification.

D. Retirement Benefits

When an employee retires, in accordance with the provisions of New Jersey Pension System, the Township shall pay the employee for 50% of no more than 110 days of accumulated sick time at the employee's then current rate of pay. To be eligible for this benefit, the Township Administrator and Treasurer must be given notice of the employee's intent to retire no later than December 1st of the year prior to retirement.

**ARTICLE XX**

**DISABILITY**

A. All employees hired prior to January 1, 1992, shall be eligible for paid disability absence, as set forth below, of up to 13 weeks after 1 year of service and up to 26 weeks after 10 years of service. Employees hired prior to January 1, 1992 who exhaust all their accrued sick leave prior to going on disability for a non-work related injury or illness will receive full pay while on disability if and when they have exhausted all their accrued sick leave. If an employee chooses not to exhaust all his/her sick days, but rather chooses instead to exhaust only 8 sick days prior to going on disability, he/she will receive, for the duration of the disability, the monetary equivalent of the State Temporary Disability Rate. Employees who have more than 50 accumulated sick days prior to the beginning of a disability will be permitted to "save" five of those sick days rather than exhaust all their days. Employees must make the choice - whether to exhaust all sick leave or not - prior to the beginning of the disability. Employees who opt to take the monetary equivalent of the State Temporary Disability rate will have the option of using their accumulated sick time to obtain full pay (by using 1/3 of a sick day for each day the Employee is receiving disability pay). Employees exercising this option will not be paid more than their regular per diem rate of pay while on disability leave.

B. Employees hired after January 1, 1992 but before January 1, 1996 will be eligible up to the monetary level of the State Temporary Disability Plan, and will also be subject to all the procedural requirements of that Plan. After the completion of their 5th year in service, such employees will enjoy the same benefits as those hired before January 1, 1992.

C. Employees hired after January 1, 1996 will, for the entire duration of their employment with the Township, receive the State Temporary Disability Rate and be subject to all the procedural requirements of the State Plan.

D. The above applies for all employees only if the following conditions are complied with:

1. The employee must bring a physician's certificate describing the condition of the employee and the expected date of return to work. Disability leave is a period of continuous absence which begins after an employee has first used 8 consecutive working days of sick leave (or non-paid leave if the employee has no available time). If hospitalized, the Department Head or the Mayor must be notified immediately by the employee or someone designated by the employee. If this requirement is not complied with, the employee forfeits all disability eligibility.

2. The Mayor must request the Township Physician to evaluate the employee's condition and/or consult with the employee's personal physician to ascertain physical condition of

the employee. The employee's disability must be non-job related to qualify for benefits under this Article.

3. The Township has the option of joining the New Jersey State Disability Plan, Self Funded Plan or Private Disability Plan in lieu of the above. The benefit level will remain the same as stated above. It is further understood that the employee will be responsible for the co-pay for the disability insurance as the State of New Jersey requires.



ARTICLE XXI

**EDUCATIONAL INCENTIVE**

A. An employee may take up to 3 courses in an institution of higher learning in any semester which course is related to a major that pertains to the position with the Township which that employee works or aspires to in the municipal government field, as determined and approved, in advance, by the Township Administrator. Methods of payment shall be as follows:

1. The employee 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 2 weeks, present to the Township Administrator 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 6 months all monies received from the Township for that particular prepaid course.

OR

2. If the employee receives a passing grade, he/she will submit to the Township Administrator proof of said passing grade, at which time he/she will authorize the Chief Finance Officer to reimburse said employee for said course.

B. The Township shall provide payment for an employee who attends an institution of higher learning in the following manner:

1. Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the

completion of a Bachelors Degree, which courses are approved by the Middle States Association of Colleges and Schools.

2. The Township shall provide payment for degrees, which have been approved by the Township Administrator and deemed to be job related, from an accredited college or university in the following manner:

Associates Degree	\$	750.00
Bachelors Degree	\$	1,250.00
Masters Degree	\$	1,500.00

a. Payment of the above-mentioned bonuses shall be paid in a lump sum on the first payday in the month of June in the calendar year following notice of eligibility to the Township.

b. If the employee shall leave his/her position with Stafford Township within 2 years of receipt of payment of 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.

c. Employees shall be reimbursed for all text books (and/or required materials) purchased in conjunction with courses as outlined in "A" above.

ARTICLE XXII

VACANCY, PROBATION AND PROMOTION

A. Vacancy

1. When there is a vacancy, either as a result of a person having left the position or if newly created, a notice of vacancy shall be posted for 7 days. Such notice shall designate the job qualifications, compensation and assignment location. Notice of actual appointment shall also be posted for a 7 day period. Postings under this Section shall be made on the Union Board in addition to wherever else the Township so chooses.

2. Any Township employee, covered by this Agreement who has the necessary qualifications shall be given an interview by the Department Head, the Township Administrator or, where appropriate, the Township Council.

B. Probationary Period

1. New Hires

(a) All newly-hired employees covered by this Agreement are probationary employees for a period of 90 calendar days from date of hire.

(b) While it is the intent of the Township to treat all employees in a fair and equitable manner, it is understood that the terms of this Agreement, particularly the Grievance Procedure, do not apply to newly-hired probationary employees.

(c) An employee's original date of hire applies in all instances of calculation for seniority and longevity.

(d) If a newly-hired employee is absent from work for whatever reason, paid or non-paid, the probationary period shall be extended for the total number of days of absences, after 5 days of absence.

2. Promoted Employees

(a) During the probationary period, a promoted employee shall be given reasonable time and orientation to become familiar with the new position.

(b) If a promoted employee desires to return to a previously held position or if the determination is made by the Township that the promoted employee is not performing in a satisfactory manner, the promoted employee shall be returned to the former position no later than 90 calendar days from the promotion date.

(c) If a promoted employee is absent from work for whatever reason, paid or non-paid, the probationary period shall be extended for the total number of days of absences, after 5 days of absence.

**ARTICLE XXIII**

**MANAGEMENT RIGHTS CLAUSE**

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

1. The executive management and administrative control of the Township and its properties and facilities, and the activities of its employees.

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

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed 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 rules and regulations as adopted by the Township.

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

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07938  
(608) 580-1776

**ARTICLE XXIV**

**DEPARTMENTAL ACTIVITIES**

Members of the Police Department covered by this Agreement shall attend departmental meetings and all staff meetings required and shall be compensated at the appropriate rate of pay. Members of the Police Department covered by this Agreement who are required to attend the above-mentioned meetings and who are on their scheduled day off will be paid for attendance in accordance with Article VIII entitled Call In Pay.

ARTICLE XXV

DISCIPLINE AND DISCHARGE

A. Discipline may include the following disciplinary actions:

1. Oral reprimand
2. Written reprimand
3. Suspension (minor)
4. Suspension (major)
5. Discharge

B. No employee shall be disciplined without just cause.

C. An employee shall be entitled to Union representation at any stage of the disciplinary procedure.

D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President.



ARTICLE XXVI

WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision 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 to by law except that the parties agree that the grievance procedure shall be the exclusive remedy for the readdressing of exploitation of violations of the employees' rights under the terms of this Agreement.

**ARTICLE XXVII**

**SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

**ARTICLE XXVIII**

**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXIX**

**DURATION**

This Agreement shall be retroactive to and in effect from January 1, 1995 through December 31, 1998 and shall continue in effect and full force for 2 years thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement.

Notice of a desire to negotiate a change in the Agreement should be conveyed to the other party, no later than 90 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 7<sup>th</sup> day of March, 1996.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 71, LOCAL 3304A

TOWNSHIP OF STAFFORD

BY: Gina Signarelli

BY: [Signature]

BY: Linda Cossey  
Linda Cossey  
Staff Representative

[Signature]

ATTEST:  
[Signature]  
[Signature]

ATTEST:  
[Signature]

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