

AGREEMENT

Between

Stafford Township of
THE TOWNSHIP OF STAFFORD

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 2279C, COUNCIL 71

X January 1, 1985 through December 31, 1987

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PREAMBLE

THIS AGREEMENT made this day of 1985,
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 2279C of the AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,
COUNCIL #71, hereinafter referred to as the "Union" or "AFSCME",
represents the complete and final understanding by 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 bet-
ween the Employer and its employees and to establish a basic
understanding relative to 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:

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 positions and classifications:

Assessors Office

Field Appraisers
Assessing Clerk
Senior Assessing Clerk
Clerk Typist

Collectors Office

Cashier
Bookkeeping Machine Oper.
Clerk Typist

Court Clerks Office

Clerk Typist

Township Clerks Office

Clerk Typist/Receptionist
Senior Clerk Typist

Police Department

Police Clerk/Matron
Chief Dispatcher/
Chief Matron
Police Dispatchers/Matrons
Crossing Guard/Matron

Building Inspectors Office

Secretary to Building Department
Clerk Typist

Treasurers Office

Payroll Clerk
Clerk Typist

Other Members of Bargaining Unit

Animal Control Officer

Union Recognition (continued)

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

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 thirty (30) days of initial employment within the unit, and all newly hired permanent employees who do not join within ten (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 an amount equal to no more than eighty-five (85%) percent 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 ten (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

CHECK OFF (continued)

calendar month, the amount of monthly union dues. The regular union membership dues, fees and assessments, shall be as certified to the Township by the union at least thirty (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 Township shall be remitted by the Township to the Union, c/o Secretary/Treasurer AFSCME, District Council #71, 604 South Blackhorse Pike, Blackwood, New Jersey 08012, 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

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 because of race, creed, color, age, sex, marital status, religion, national origin union, non-union or political affiliation.

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

ARTICLE IV

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 fifteen (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 twenty-five (25) square feet.

C. Union Conferences or Conventions

1. Leave will be granted to Union delegates to attend conventions and conferences not to exceed two (2) persons for a total of eight (8) days maximum without pay during the year of the biennial AFSCME conference.

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

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 effected 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 seniority in his 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 two (2) years, at which time all relationship to the Employer is lost.

F. If a question arises concerning two (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.

Seniority (continued)

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.

I. At any place in the within contract where reference is made to the number of years for which an employee is required to work for certain benefits, said number of years shall be determined by the actual number of years for which an individual employee has been employed by the Township of Stafford and shall not include any employment of the employee in any other municipality.

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 forty (40) hour per week employees. When the Police Supervisor makes the determination that certain circumstances so warrant, a Dispatcher may receive a paid meal period not to exceed one-half hour during the eight (8) hour shift period the employee is working. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied.

C. All other employees covered by this Agreement are considered to be thirty-five (35) hour per week employees. All such employees are entitled to a one (1) hour non-paid meal period for each shift of seven (7) hours.

ARTICLE VII

OVERTIME

A. Overtime shall be defined as any work performed beyond the normal work week for all full time employees under this Agreement. Said overtime shall be compensated at the rate of one and a half (1-1/2) times the employee's normal hourly rate.

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 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 s/he shall suffer no loss in compensation. When such appearance occurs outside his/her assigned duty hours, s/he shall receive monetary compensation in accordance with the overtime provisions of this Agreement.

ARTICLE VIII

CALL IN PAY

A. An employee who is called in to do work outside of his or 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 four (4) hours payable at one and one half (1½) times his or 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 four (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 four (4) hours even if the initial request for work to be performed took less than the aforesaid four (4) hours.

ARTICLE IX

WAGES

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

	<u>Dispatchers--Clerks</u>		
<u>Step</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
1.	\$10,000	\$11,000	\$11,715
2.	\$11,000	\$12,000	\$12,780
3.	\$12,000	\$13,000	\$13,845
4.	\$13,000	\$14,000	\$14,910
5.	\$14,000	\$15,000	\$15,975
6.	\$15,000	\$16,500	\$19,170
7.	\$16,000	\$18,000	

The Chief Dispatcher/Matron shall receive an additional \$500.00 distributed as part of the periodic paycheck.

The Police Clerk, having served in the position for thirteen or more years, shall receive an additional \$500.00 distributed as part of the periodic paycheck.

*Premium pay--Dispatchers--Midnight shift additional 20¢ per hour.
**Part-Time Dispatcher/Matron--1985--\$5.75 per hour; 1986--\$6.25 per hour; 1987--\$6.50 per hour.

	<u>Clerk/Typists</u>		
<u>Step</u>	<u>1984</u>	<u>1986</u>	<u>1987</u>
1.	\$ 8,500	\$ 9,500	\$10,118
2.	\$ 9,500	\$10,500	\$11,183
3.	\$10,500	\$11,500	\$12,248
4.	\$11,500	\$12,500	\$13,313
5.	\$12,500	\$13,500	\$14,378
6.	\$13,500	\$14,500	\$16,508
7.	\$14,500	\$15,500	

(continued)

Wages (continued)

Senior Clerk/Field Appraiser

<u>Step</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
1.	\$ 9,500	\$10,500	\$11,183
2.	\$10,500	\$11,500	\$12,248
3.	\$11,500	\$12,500	\$13,313
4.	\$12,500	\$13,500	\$14,378
5.	\$13,500	\$14,500	\$17,090
6.	\$14,500	\$16,000	

CROSSING GUARD/MATRON

<u>1985</u>	<u>1986</u>	<u>1987</u>
\$10,000	\$10,750	\$11,556

B. For the year 1985, any employee covered by this Agreement shall receive either a 6.5% increase (over current salary) or the appropriate salary above, whichever is the greater. All employees shall be on guide beginning in 1986 and following.

C. All annual salary increases are effective on an employee's anniversary date of hire.

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:

1. For 1985:

5 - 8 years	2% of base pay
9 - 12 years	4% of base pay
13 - 16 years	6% of base pay
17 - 20 years	8% of base pay
21 +	10% of base pay

2.(a) For 1986:

	<u>Salary</u>	<u>Longevity</u>	<u>Amount</u>
<u>Dispatcher</u>	\$16,500	5th yr.	\$ 330
<u>Clerks</u>	\$18,000	6-8 yrs.	\$ 360
	\$18,000	9-12 yrs.	\$ 720
	\$18,000	13-16 yrs.	\$1,080
	\$18,000	17-20 yrs.	\$1,440
	\$18,000	21+ yrs.	\$1,800
<u>Chief Dispatcher</u>	\$18,500*	9-12 yrs.	\$ 740
<u>Police Clerk</u>	\$18,500**	13-16 yrs.	\$1,110
<u>Crossing Guard/Matron</u>	\$10,750	21+ yrs.	\$1,075
<u>Clerk/Typists</u>	\$14,500	5th yr.	\$ 290
	\$15,500	6-8 yrs.	\$ 310
	\$15,500	9-12 yrs.	\$ 620
	\$15,500	13-16 yrs.	\$ 930
	\$15,500	17-20 yrs.	\$1,240
	\$15,500	21+ yrs.	\$1,550
<u>Senior Clerk</u>	\$16,000	5-8 yrs.	\$ 320
<u>Field Appraiser</u>	\$16,000	9-12 yrs.	\$ 640
	\$16,000	13-16 yrs.	\$ 960
	\$16,000	17-20 yrs.	\$1,280
	\$16,000	21+ yrs.	\$1,600

* This amount includes the additional \$500.00 compensation for service as Chief Dispatcher.

** This amount includes the additional \$500.00 Longevity assigned Police Clerk with thirteen (13) or more years in that position.

Longevity (continued)

(b) For 1987:

	<u>Salary</u>	<u>Longevity</u>	<u>Amount</u>
<u>Dispatcher</u>	\$19,170	5-8 yrs.	\$ 383
<u>Clerks</u>	\$19,170	9-12 yrs.	\$ 767
	\$19,170	13-16 yrs.	\$1,150
	\$19,170	17-20 yrs.	\$1,534
	\$19,170	21+ yrs.	\$1,917
<u>Chief Dispatcher</u>	\$19,670*	13-16 yrs.	\$1,180
<u>Police Clerk</u>	\$19,670**	17-20 yrs.	\$1,534
<u>Crossing Guard/ Matron</u>	\$11,556	21+ yrs.	\$1,156
<u>Clerk/Typists</u>	\$16,508	5-8 yrs.	\$ 330
	\$16,508	9-12 yrs.	\$ 660
	\$16,508	13-16 yrs.	\$ 990
	\$16,508	17-20 yrs.	\$1,321
	\$16,508	21+ yrs.	\$1,650
<u>Senior Clerk</u>	\$17,090	5-8 yrs.	\$ 342
<u>Field Appraiser</u>	\$17,090	9-12 yrs.	\$ 684
	\$17,090	13-16 yrs.	\$1,025
	\$17,090	17-20 yrs.	\$1,367
	\$17,090	21+ yrs.	\$1,709

* This amount includes the additional \$500.00 compensation for service as Chief Dispatcher.

** This amount includes the additional \$500.00 Longevity assigned Police Clerk with thirteen (13) or more years in that position.

B. Payments shall commence the pay period immediately following the anniversary date. The payment shall be made together with, and in addition to, the employee's base salary.

C. In the calculation of a rate of pay for overtime, longevity shall not be included.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

1. Sick leave shall be defined as an absence of an employee from post or duty because of 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 be taken for illness of a member of the immediate family.

2. All permanent employees, shall be entitled to sick leave with pay based on their aggregate years of service.

3. 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. Sick leave may also be used for up to five (5) day periods because of the attendance of the employee upon a member of the immediate family who is seriously ill.

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

5. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

Sick Leave (continued)

B. Sick Leave

1. For permanent employees, sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Employees may accumulate up to three hundred sixty-five (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 entitlements 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.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him 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.

Sick Leave (continued)

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

2. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require a written statement from the attending physician where the Township has previously notified the employee of such a requirement.

D. Service-Connected Sickness, Injury or Disability Leave

1. Self-inflicted injuries or those 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 from 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 three (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 totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave

Sick Leave (continued)

in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate of illness shall be necessary for a period of six (6) months.

b. The Township 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 case of leave 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 1, 1986, any employee who has accumulated more than twenty-five (25) days of sick leave may "redeem" up to a maximum of five (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. Payment for the "redeemed" sick leave days shall be made on the second pay day following the adoption of the annual Township Budget or the Salary Ordinance, whichever is later.

ARTICLE XII

CLOTHING ALLOWANCE

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

ARTICLE XIII

HOLIDAYS

A. The following shall be paid holidays for all employees:

New Year's Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Primary Election Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Township Election Day

B. All but police personnel required to work on a holiday, shall be paid holiday pay plus time and a half (1½) for all hours worked.

C. Police Personnel

All police personnel covered under this Agreement shall be paid for fourteen (14) paid holidays, and shall be paid holiday pay plus time and a half for all hours worked if working on same or if said holiday falls on their normal day off.

ARTICLE XIV

PAID VACATION

A. All employees covered by this Agreement shall receive vacation days as follows:

After 1 year of service	-	10 days
After 2 years of service	-	11 days
After 3 years of service	-	12 days
After 4 years of service	-	13 days
After 5 years of service	-	14 days
After 6 years of service	-	15 days
After 7 years of service	-	16 days
After 8 years of service	-	17 days
After 9 years of service	-	18 days
After 10 years of service	-	19 days
After 11 years of service	-	20 days

B. All employees covered by this Agreement shall receive vacation days for 1987 as follows:

After 1 year of service	-	10 days
After 2 years of service	-	11 days
After 3 years of service	-	12 days
After 4 years of service	-	13 days
After 5 years of service	-	15 days
After 6 years of service	-	16 days
After 7 years of service	-	17 days
After 8 years of service	-	18 days
After 9 years of service	-	19 days
After 10 years of service	-	20 days
After 11 years of service	-	21 days

PAID VACATIONS (continued)

C. 1. The Mayor or designee shall establish a date at which time 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 Mayor or designee in deciding which and how many employees may be absent from duty at any one time.

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

ARTICLE XV

LEAVES

A. Personal Days

All employees covered under this Agreement shall be entitled to three (3) personal days which shall be used for personal business. Personal days shall not be accumulated from year to year.

B. Death in Family

1. Employees shall receive five (5) working days off with pay (commencing on the day of the 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, and Grandchild.

2. The employee shall receive one 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.

3. 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, 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 s/he

Leaves (continued)

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

All employees covered by this Agreement shall be entitled to Hospitalization and Medical Benefits, namely, Blue Cross with Rider "J", Blue Shield 1420 SERIES and Major Medical Insurance, or its equivalent.

C. Dental Plan

All employees covered by this Agreement shall be entitled to a dental insurance program as provided by foundation Life Insurance Company of America, or its equivalent. Coverage shall be the same as provided generally to other Township employees.

D. Prescription Drug

All members covered by this Agreement shall be entitled to a Prescription Drug Plan, \$1.00 (one dollar) co-pay Family Coverage as provided by Crown Life Insurance, or its equivalent.

E. Optical Plan

All members covered by this Agreement shall be entitled to the Group Vision Care Plan, as provided by Crown Life Insurance Company or its equivalent.

Insurance (continued)

F. Part-Time Employees

Part-time employees in the Bargaining Unit who work twenty (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 twenty (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 rata basis.

ARTICLE XVII

ADDITIONAL BENEFICIARIES BENEFITS

In addition to the other benefits already provided for, beneficiaries shall be paid for accrued vacation time, upon the death of an employee covered under this Agreement while in the "TOWNSHIP" employ. All other accrued sick leave, holiday pay, etc., shall not be paid to the aforesaid beneficiaries.

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

B. A grievance shall be defined as a claimed breach, misinterpretation or misapplication of any expressed provision of this Agreement. Disciplinary action without just cause may be the subject of a grievance under this Agreement.

C. The following procedure shall be used to resolve grievances as the exclusive method. All time frames shall be strictly complied with. The failure to comply with said time frames shall constitute a waiver.

Step 1: The grievant and/or his representative shall attempt to resolve the dispute orally with the grievant's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. The supervisor should respond within five (5) working days of the presentation of the grievance.

Step 2: If the grievance is not resolved at Step 1, the Grievant and/or representative may appeal in writing to the Mayor within ten (10) working days after the answer in Step 1 is received or was due. The Mayor shall notify the grievant of a hearing date within fifteen (15) working days after submission of the grievance. The hearing shall take place no later than fifteen (15) working days after the date is set, and a written answer shall be provided to the grievant within ten (10) working days after the hearing.

Grievance Procedure (continued)

Step 3: If the grievant is dissatisfied with the Mayor's determination, the grievant and/or representative may invoke binding arbitration of the grievance by notifying the Mayor within thirty (30) working days after receipt of the answer from the Mayor or the time said answer was due.

Step 4: 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.

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

E. 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.

F. 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 the Agreement or the laws of the State of New Jersey.

G. 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.

H. 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

Grievance Procedure (continued)

to be outside the normal working hours which scheduling shall be mutually agreed upon between the employer and the Union.

I. Persons employed in the Police Department shall use the procedure already established for the Police Department P.B.A. for all grievances and this grievance procedure shall not apply to said employees.

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.

C. The employer shall prepare job descriptions for each classification and shall advise each employee of same and the employer shall have said job descriptions ready within twelve (12) months after the date of execution of this Agreement.

D. Retirement Benefits

When an employee retires, in accordance with the provisions of the New Jersey State Pension System, the Township shall pay the employee for fifty (50%) percent of no more than one hundred ten (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 present employees, as of November 1, 1985, shall be eligible for paid disability absence of up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after ten (10) years of service 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 twenty (20) consecutive 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 may 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 disability must be non-job related to qualify for benefits under this Article.

B. Any employee hired after November 1, 1985 shall not be entitled to the benefits under this Article.

ARTICLE XXI

EDUCATIONAL INCENTIVE

A. The Township shall reimburse employees for expenses for tuition at any school or college certified by the Middle Atlantic States Association or the State of New Jersey upon the successful completion of a course directly related to an employee's work and which has received prior approval by the Township Administrator as follows:

1. For a grade of A - 100% reimbursement
For a grade of B - 75% reimbursement
For a grade of C - 50% reimbursement
For any other grade - 0% reimbursement

2. For a Pass/Fail Course, a grade of Pass shall be reimbursed 100% on the following condition:

At no time may an employee be reimbursed for a Pass/Fail course if the ratio of Pass/Fail courses to graded courses (A, B, C, etc.) exceeds one (1) to five (5).

B. Employees shall be reimbursed for all textbooks (and/or required materials) purchased in conjunction with courses as outlined in "A" above. Reimbursement shall be made only for courses which are passed, regardless of the grade, and only upon verification to the Township Administrator.

ARTICLE XXII

VACANCY, PROBATION AND PROMOTION

A. Vacancy

1. When there is a vacancy, either as the result of a person having left the position or if newly created, a notice of vacancy shall be posted for seven (7) days. Such notice shall designate the job qualifications, compensation and assignment location. Notice of actual appointment shall also be posted for a seven (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 one hundred twenty (120) 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.

Vacancy, Probation and Promotion (continued)

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.

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 one hundred twenty (120) 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.

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 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 express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States rules and regulations as adopted by the Township.

Management Rights Clause (continued)

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.

ARTICLE XXIV

DEPARTMENTAL ACTIVITIES

Members of the Police Department covered by this Agreement shall attend four (4) departmental meetings (maximum two [2] hours each) per year and all staff meetings required without any compensation if the employer's hours exceed the F.L.S.A. standards for overtime.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

DURATION

This Agreement shall be retroactive to and in effect from January 1, 1985 through December 31, 1987 and shall continue in effect and full force from year to year 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 ninety (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 10th day of December, 1985.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO (AFSCME) COUNCIL 71

TOWNSHIP OF STAFFORD

BY Gina M. Signarelli

BY Carl W. [Signature]

ATTEST:

ATTEST:

Patricia [Signature]

Lemaitre M. Park

By Emmanuel Murray

ATTEST:

Carole [Signature]