

AGREEMENT

Between

TOWNSHIP OF STAFFORD

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES of NEW JERSEY, AFL-CIO
LOCAL 3304A**

Effective January 1, 2017 through December 31, 2020

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AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2017 and between the TOWNSHIP OF STAFFORD, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "TOWNSHIP" and OR "Employer", and LOCAL 3304A OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES OF NEW JERSEY, AFL-CIO, hereafter referred to as the "Union", as bargaining agent for and on behalf of the Stafford Township Non-Supervisor White Collar Workers, County of Ocean, State of New Jersey, hereafter referred to as "Employees".

WITNESSETH:

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

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

ARTICLE 1
UNION RECOGNITION

A. In recognition of this contract agreement and for the purpose of collective bargaining and all activities and processes relative thereto, the Township hereby recognizes the Union as the sole and exclusive representative of employees in the following categories:

1. Matron
2. Clerk Typist
3. Secretary, including Planning Board and Zoning Board
4. Clerk Accounting/Finance, Certified Tax/Water and Sewer Specialist
5. Bookkeeper, including Payroll
6. Recreation Specialist
7. Field Appraiser
8. TACO
9. Telecommunicator

The Administrator and the Union have the right to revisit and discuss changes to the job titles and categories.

B. The bargaining Unit shall consist of all such full time and part time union employees of the Township of Stafford now employed or hereinafter employed in such titles. Non-union part time employees, hired on a temporary basis to fill a Union position for a period of time or are hired to work on an as needed basis shall not be covered under this agreement and will not receive Union benefits.

C. This agreement shall govern all wages, hours of work and other conditions of employment set forth herein.

D. This agreement shall be binding upon the parties hereto.

E. The union recognizes that, pursuant to New Jersey Statute, they have no right to strike. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any Employee take part in a strike, interference with or stoppage of the Township's work.

- F. As used in this section, the term "strike" shall be defined as any of the following:
1. Concerted failure to report for duty;
 2. Willful actions of Employee(s) from assigned positions;
 3. Stoppage from work;
 4. Absence in whole or in part from full, faithful and proper performance of the Employee(s) duties of employment;
 5. Slow down;
 6. Walk out; or
 7. Any other illegal job action against the Township.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for an injunction or damages, or both, in the event of such strike by the Union.

- G. Each of the categories may be broken down into sub-categories within the department. Said breakdown shall be for the purpose of implementing a salary schedule only and will have no relationship to the scheduling of leave time or seniority as it pertains to a reduction in force.

The following is a list of all sub-classifications as they exist today:

Assessing Clerk	Senior Assessing Clerk
Principal Clerk Typist	Purchasing Specialist
Senior Clerk Typist	Clerk Typists
Police Service Representative	Clerk Typists II
Zoning Board of Adjustment Secretary (1)	Police Clerk/Matron
Principal Clerk Typist/Planning Board Sec (1)	Principal Tax Clerk
Field Appraiser	Recreation Specialist
Principal Assessing Clerk	Senior Clerk Typist
Violations Clerk	Telecommunicator
Crossing Guard	Senior Clerk Bookkeeper
Clerk/Typist/Receptionist	Clerk/Bookkeeper
Police Service Representative/Matron	Senior Clerk Typist/Matron
Certified Tax/Water and Sewer Specialist	Water/Sewer and Tax Collection Clerk
Payroll & Benefits Coordinator	Technical Assistant to the Construction Official Control Person

H. 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.

I. Part time employees hired, as of 01/01/2014 must work a minimum of 1,300 hours annually (average of twenty five (25) hours per week) to be eligible for benefits including but not limited prorated vacation leave, sick leave, paid holidays, and fringe benefit coverage such as hospitalization, major medical, dental, vision and prescription coverage. In making the determination whether an employee meets this threshold, the township will examine the hours worked in the previous calendar year. It should be noted that under the provisions of ObamaCare (Affordable Care Act), if we do not offer paid medical benefits to this class of employees, we will be penalized.

ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE

- A. Collective Bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly authorized bargaining agent of each of the parties to the Agreement. Each party to the Agreement shall select their own bargaining team.
- B. Collective Bargaining meetings shall be held at times and place mutually convenient at the request of either party.
- C. Employees of the Employer, not to exceed five (5) in number including the President and Vice President may be designated by the Union to participate in a collective bargaining agreement, will be excused from their work assignments to attend such collective bargaining meetings.
- D. Those employees known as the President and Vice President shall be excused from work for Union activities, including attendance at state and/or national conventions with no loss of pay. Said attendance shall be limited to (1) one per year with proof of attendance at said meetings. The President and Vice President will be permitted to attend additional state or national conventions but must use vacation days to do so. Said attendance must be approved by the department head and township administrator.
- E. This agreement shall guarantee that at least (1) one union representative shall be granted relesetime in order to attend regularly scheduled union meetings and workshops for AFSCME LOCAL 3304A with no loss of pay.

ARTICLE 3
MANAGEMENT

- A. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules, and regulations to:
1. Carry out the statutory mandate and goals assigned to a municipality;
 2. Utilize personnel, methods and means in the most appropriate, reasonable and efficient matter possible;
 3. Manage Employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality, and to establish reasonable work rules without creating undue hardships to the Employees. Such work rules shall be in written form, and a copy shall be provided to each member of the Union, with applicable amendments thereto.
- B. The Township of Stafford hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon invested 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 limit to, the generality of the foregoing rights:
1. The executive management and administrative control for the Township government and its properties and facilities and the activities of the employees by utilizing personal, methods, and means of the most appropriate and efficient matter possible, as may be determined from time to time by the township.
 2. To make rules and procedures of conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
 3. To make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the efficient operation of its subdivisions.
 4. To hire all Employees and determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge or take other appropriate disciplinary action against an Employee for just cause; or to lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

6. To exercise its discretion with regard to the Employees, as to be consistent with all the foregoing.
7. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms thereof are in conformance with the constitution and laws in the State of New Jersey and of the United States.
8. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") (P.L. 2013, c.82) and regulations promulgated pursuant to those statutes or comparable leave laws shall be a management prerogative. All leaves which are also covered under any of the foregoing laws as well as all paid time off shall run at the same time.

ARTICLE 4
NON-DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Union because of membership in or activities on behalf of the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer or the Union shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation ancestry, age, marital status, affectional sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expressions and/or any other characteristic protected by law. The Township agrees to conform to the Americans with Disabilities Act without discrimination.
- B. No material derogatory to Employee's conduct, service, character or personality should be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example - rebuttal, answer, etc.) to such material, and this reply shall be reviewed by the department head and the Township designee at the Employee's request.

This reply will be attached to the document to which it is in reply as soon as the document is in the Employee's personnel file.

Although the Township agrees to protect the confidentiality of personal references, credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the Employee under the requirements of State law.

ARTICLE 5
AGENCY SHOP/DUES/CHECK-OFF

- A. Any newly hired permanent employee who does not join the bargaining union 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 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. B.B.B.
- B. Upon written authorization from the Union the Township shall deduct from the pay of each employee covered by the bargaining unit on a monthly basis. The regular membership dues, fees and assessments of the Union, 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 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES of NEW JERSEY, AFL-CIO LOCAL 3304A, 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 and hold 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 6
VACANCY, PROBATION-NEW HIRES AND PROMOTION

A. Vacancy

When there is a vacancy, a notice of vacancy shall be posted for seven (7) days. Such notice shall designate the job qualifications and assignment location.

B. Probationary Period

1. All newly-hired employees, covered by this Agreement and be subject to a 180 day probationary period.
2. It is understood by and between the parties that probationary employees are subject to discipline or dismissal and said procedures are not subject to the grievance procedure.
3. An employee's date of hire applies in all instances of calculation for seniority provided there is no break in service.
4. 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 five (5) days of absence.

C. Promoted Employees

1. The probationary period for promoted employees shall be ninety (90) days.
2. 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 ninety (90) calendar days from the promotion date.
3. 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 five (5) days of absence.

ARTICLE 7
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-For those hired before 01/01/2014: When an employee retires, in accordance with the provisions of New Jersey Pension System, the Township shall pay the employee for accumulated: sick time, vacation time, compensatory time and personal time, at the employee's then current rate of pay. For those employees retiring who were hired after 01/01/2014, the Township shall pay the employee for accumulated vacation time, compensatory time and personal time, at the employee's then current rate of pay. To be eligible for these benefits, 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.
- E. Notary Fees-The township agrees to reimburse employees for notary fees and related expenses if the employee is required to act as a notary as part of their job duties.

ARTICLE 8
DEPARTMENTAL ACTIVITIES

- A. Any party subject to this agreement who is required to attend any training or meeting at other than regular work hours will be compensated at time and half for time worked. Attendance at such meetings will require approval from the department head and the administrator.
- B. The parties acknowledge that clerical employees assigned to the Police Department have received copies of the Rules and Regulations governing operations of the Police Department and are subject to all provisions enumerated in the Rules and Regulations pertaining to the conduct of Civilian employees of the department. Further, a copy of the Rules and Regulations shall be transmitted to the local AFSCME president on or before the execution of this agreement. Any updates to the Rules and Regulations pertaining to the conduct of any AFSCME members shall be forwarded to the local AFSCME president in addition to being made available to all employees.

ARTICLE 9
GRIEVANCE PROCEDURE

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.

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 representatives of 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. Any and all grievances regardless of department must be presented promptly and no later than ten (10) calendar days from the date of grievance or within ten (10) calendar days after the grievant would reasonably be expected to know of its occurrence.

STEP ONE

The grievant and/or his representatives shall attempt to resolve the dispute orally with the grievant's immediate supervisor within 20 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 representatives 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

Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employee Relations Commission (PERC) by either parties within thirty (30) calendar days of the employee's decision in Step Two.

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.

1. The arbitrator's decision shall be in writing and shall be final and binding on both parties.
2. 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.
3. 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.
4. 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.
5. 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.

ARTICLE 10
DISCIPLINE AND DISCHARGE

- A. Discipline to 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 when there is a reasonable expectation to believe that an investigation by the employer may lead to disciplinary action. There is, however, a clear distinction to be made between the employer's right to investigate a matter for which union representation is not required and a discussion which in all likelihood will result in disciplinary action. If during the course of an investigation by the employer certain facts arise which cause the employer to believe that the employee may be subject to disciplinary action, then the employer agrees to stop the meeting at that point and immediately advise the employee to contact a union representative to continue the meeting. In addition, the employee shall not be entitled to union representation in the course of the investigation of a crime by the employer.

- 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 11
SENIORITY

- A. Seniority is defined as continuous unbroken service with the employer except when bridging of service is mutually agreeable to both parties.
- B. The employer will endeavor to fill permanent/temporary job openings by promoting employees from the next lower rate of job classification titles. In all instances, Employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- C. If there are 2 or more employees with the equal skill and ability to perform the work, then, at the discretion of the administration (which may not be arbitrarily or capriciously withheld), the employee with the greatest seniority and best evaluation shall be given preference. If the Employee once promoted to the higher rated job cannot perform all of the duties and functions required for that job for any reason whatsoever, the Township may promote the next senior employee it deems qualified with the best evaluations. All employees promoted under this section will be subject to a 3 month probationary period.
- D. A permanent job opening or vacancy in the bargaining unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of 10 calendar days.
- E. In the event of a reduction in force in any particular job classification(s) employee(s) with the least seniority will be laid off first. Employees shall be recalled to work from layoff in order of their seniority and classification.
- F. Employee(s) that are laid off can request that the Township place their name on a substitute as needed call-in list.
- G. Employees continuously laid off for a period of 24 (twenty four) months or more shall not be entitled to recall.
- H. 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.
- I. Seniority of part time employees shall be calculated on a prorated basis based on the number of hours of a full time employee in the same job classification. The seniority of a part time employee shall not affect the rights of a full time employee under this agreement for the purpose of scheduling leave time or any other job related benefits.
- J. The parties agree that only seniority (i.e. length of service) shall be the sole criteria in the selection and scheduling of vacation days and the rotation of overtime.

ARTICLE 12
HOURS/SCHEDULE/OVERTIME/CALL-IN-PAY

- A. All employees, other than, telecommunicators and police service representatives are considered to be 35 hour per week employees. All such employees shall be entitled to a 1 (one) hour non-paid meal period for each shift.
- B. Telecommunicators and Police Service representatives are considered to be 40 hour per week employees. They shall receive a paid meal period not to exceed ½ hour during the 8 hour shift period. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied. If the shift commander or department head determines that an emergent situation has arisen and the employee is unable to take their ½ meal break, the employee shall be paid at one and ½ for missed meal period.
- C. Overtime shall be defined as any work performed beyond the normal work day for all full and part time employees under this Agreement.
- D. Overtime shall be compensated at a rate of 1 ½ times the employee's regular rate of pay. Overtime worked on Sunday shall be compensated at double time the employee's regular rate of pay provided that the hours worked are not on the employee's regular shift, i.e. a time for which the employee would have been paid holiday pay.
- E. Overtime may be paid in monetary compensation OR compensatory time, at the employee's discretion. Unused comp time will be paid out in December of the year earned.
- F. All overtime must be authorized by the appropriate supervisor and approved by the township administrator before it is worked except in emergent situations.
- G. Employees shall be permitted to carry over up to 2 (two) weeks of equivalent hours, which is either 70 or 80 hours of compensatory time from one year to the next with the understanding that the scheduling and utilization of compensatory time shall be in accordance with existing township policy for advance scheduling of leave time. It must be used by March 31 of the carry over year. If compensatory time is not used by the end of the first quarter, you will receive a monetary compensation from the finance department for the balance due you based on prior year rate.
- H. Police Clerical Personnel will follow the regular Township work calendar. Police clerical personnel will be permitted to work holidays only on an emergent basis with the consent of both the Chief of Police and the Administrator.

OVERTIME ROTATION

- A. Overtime shall be assigned in accordance with the departmental seniority list which shall set forth names of employees in each department in order of seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on seniority list in that department. If the most senior employee is not willing to accept the assignment, the next most senior employee shall have the opportunity to accept the assignment. In the event that no departmental expertise is required the overall union seniority list will govern.

No employee will be permitted to accept an overtime assignment if the employee does not possess the skills and abilities to perform said assignment. Determination of qualifications shall be at the sole discretion of the department head and administrator.

- B. 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 on duty hours, shall suffer no loss in compensation. When such appearance occurs outside his/her assigned duty hours, such time shall be compensated. When such appearance occurs outside his/her assigned daily hours, he/she shall receive monetary compensation in accordance with the overtime provisions of this agreement.
- C. For Telecommunicators, if at least 80% of an employee's shift occurs on a Sunday, then the township would agree that ALL hours in that shift shall be compensated at double time. The final interpretation of this article shall rest with the Township Administrator.
- D. An overtime list shall be maintained in the communications room within the Police Department listing in seniority order, the Telecommunicators for the purpose of assigning overtime. Overtime hours shall be offered to full time employees prior to granting part time employees additional hours over and above the regularly scheduled hours for part time employees. Overtime opportunities for Telecommunicators shall first be offered to full time Telecommunicators prior to the time being offered to other part time Telecommunicators and/or other full time employees who are qualified and utilized as "fill in" Telecommunicators.

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 time and a half at his/her normal rate of pay.

- C. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours.
- D. Unless in cases of emergency, employees who are off on approved leave (i.e. vacation, personal, sick or compensatory time) cannot be ordered in 16 hours prior to or after the shift for which they have received approved leave.

ARTICLE 13
SICK LEAVE

- A. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.
- B. The first calendar year an Employee is employed in a full-time capacity; sick leave shall be earned at the rate of 1 day for each calendar month that the Employee is employed. Thereafter, beginning on the first day of January of each year, each Employee shall be entitled to 15 sick days. Such sick days shall accumulate from year to year, to be used if and when needed by the Employee. If an employee leaves anytime during the year, sick time at 1.25 days per month will be prorated at the time of their leaving.
- C. Employees shall be allowed to use up to 10 sick leave days per year for family illness. "Family" shall include all immediate family members. "Family sick leave" shall be used in minimum 1 day increments. Other family illness leave will be determined on a case-by-case basis by the Township Administrator.
- D. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly. Employee shall endeavor to provide 8 hours' notice but at no time shall notice be less than 2 hour prior to the start of shift.
 - 1. Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence, and may constitute cause for disciplinary action.
 - 2. Absence without notice for 3 (three) consecutive days shall constitute a resignation.
- E. The Township shall require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

- F. When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of 2 consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township's physician to be certified as fit for duty before returning to work.
- G. After two (2) unexcused absences due to illness on a Monday or Friday or the day preceding or following a paid holiday or vacation, a written statement from the attending physician will be required for the third such absence in order for the Employee to return to work. The township reserves the right to mandate an examination by the township physician should a pattern of Monday/Friday absence or absences preceding or following a paid holiday or vacation illness emerge.
- H. Employees retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees with less than 30 years of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated an unused sick leave up to a "cap" payment of \$15,000. Employees with 30 years or more of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a "cap" payment of \$30,000.
- I. Employees hired prior to 01/01/2014 shall be permitted to "sell back" accumulated and unused sick leave on an annual basis. Employees must notify the Administrator in writing by November 1st of each and every year of the amount of sick leave they would like to sell back in the ensuing year in accordance with the following formula:
1. Employees who utilize a maximum of 7 days of sick time may sell back up to 5 sick days per year. Payment will be made during the first pay of February of the ensuing year.
 2. Employees who utilize 0-3 days may sell back up to 10 days maximum of sick time.
 3. Employees who sell back sick time may not petition the administrator to extend paid sick leave in the event that employee's sick leave is exhausted. Additionally, or, are granted sick leave by the administrator, are no longer eligible to sell back sick leave.
 4. New hires after 01/01/2014 are not eligible to buy-back any sick time in the course of the year and are not eligible to buy back any sick time upon retiring or leaving employment with the township for any reason.

J. Employees who are unable to report to work because of illness or injury, and who have notified their supervisor in accordance with this Article, shall be responsible for notifying their supervisors as to their place of confinement. If an Employee is unable to report this information or if there is a change in this information, some person shall notify the supervisor on behalf of the Employee with all the pertinent information.

K. Employees who are absent in an unauthorized matter may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when an Employee:

1. feigns illness or injury;
2. deceives the Township physician in any way as to his/her true condition; or
3. violates any provisions concerning the reporting of sickness or injury.

L. The least amount of time chargeable against sick leave is on an hour for hour basis.

M. The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee's accrued sick, vacation, compensatory and personal days benefits pursuant to the terms of this Agreement.

N. Employees are covered under the NJ State Family Leave Act and the Federal Family Leave Act.

1. Temporary Disability Absence

- a. Disability absences are defined as time off from work due to illness or injury beyond 8 work days in duration which are not caused by or related to the individual's employment or any injuries sustained by employees while working for the Township of Stafford. All employees shall be subject to the provisions of the NJ State Disability plan. Employees shall be subject to the co-pay requirements of the State Disability Plan through payroll deductions. Disability will commence when the employee has exhausted all accumulated sick time.
- b. The temporary disability policy described above applies only if the following conditions are met:
 - The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.
 - Disability status is a period of continuous absence after 8 working days.
 - If hospitalized, the department head must be notified as soon as possible.
 - The Township Administrator may request the Township physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

- Employees will not accrue any leave time (sick, personal or vacation) while on state disability leave or leave without pay status as granted by the administrator.
- Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE 14
LEAVE OF ABSENCE

LEAVE OF ABSENCE

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

JURY DUTY

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

MILITARY DUTY

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days.

(Thereafter, the leave shall be without pay but without loss of time.) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.) The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time.

A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

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

Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

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

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

BEREAVEMENT

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

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

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

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

ARTICLE 15
HOLIDAYS

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

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	

B. All employees, except police personnel, who are required to work on any of the above listed paid holidays, shall receive their regular rate of pay, plus a premium rate of one and a half times their hourly rate of pay. All employees who are not scheduled to work shall receive their regular day's pay. Any overtime worked on a holiday shall be paid in accordance with Article 12.

C. **Police Personnel**

1. All police personnel covered under this agreement shall be paid for 13 paid holidays (one day's pay at straight time for each holiday).
2. Pursuant to established departmental policy, police department employees who do not work on holidays must take approved leave (vacation leave, personal day, or sick leave). Following receipt of appropriate department head approved leave forms by the Finance Department; employees will be issued one day's pay at straight time in addition to the holiday pay.
3. If employees work on any of the 13 paid holidays, they shall be paid at a rate of time and one-half for all hours worked on that day in addition to the holiday pay.

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

E. Easter Sunday shall be considered as a paid holiday for Telecommunicators and Police Service Representatives who work on that day.

F. Police Clerical Personnel will follow the regular Township work calendar. Police clerical personnel will be permitted to work holidays only on an emergent basis with the consent of both the Chief of Police and the Administrator.

ARTICLE 16
PERSONAL DAYS

- A. All Employees shall be granted six personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. Personal days shall not be accumulated. Any unused personal days will be added into employee's accumulated sick time and will not be the subject of any leave time purchase.
- B. Personal days may only be attached to a vacation or holiday with prior approval of the Township Administrator and/or department head/supervisor.

ARTICLE 17
PAID VACATION

- A. All employees hired prior to 01/01/2009 shall receive vacation days as follows:
Vacation time per calendar year will be as follows:

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

After the 12th year 26 days

- B. Employees hired after 01/01/2009 will accrue 5 days in the first year and 11 days by the end of the second year and 1 day per year after that for a maximum of 21 days. Employees are permitted to accumulate up to 1 year of vacation days and are permitted to sell back up to 5 vacation days annually.
- 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. 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 shall be compensated for any earned vacation time.
 2. An employee may accumulate a maximum of one (1) year's allotted vacation time to be carried over to the succeeding year. An employee may not exceed an accumulation of two year's allotted vacation time in any given year including the current year's allotment.
- F.
1. Employees in the police department may schedule $\frac{1}{2}$ of their annual vacation allotment by 1/31 of each year based on seniority with the most senior employees receiving preference for scheduling $\frac{1}{2}$ of their annual vacation allocation by January 31st of each year.
 2. Employees shall be permitted to sell back up to five (5) vacation days each year. Payment will be made on the first pay period in December of each year provided that the employee submitted a written request to the Chief Financial Officer by August 1st of each year for which the employee is seeking payment.
 3. Vacation Leave, Sick Leave, Compensation Time and Personal Days may be used in hourly (1 hour) increments.
 4. Former employees of the Stafford Municipal Utilities Authority currently working for the Township are permitted to utilize their years of service for the purpose of vacation allocation under the contract and for the purpose of longevity. It is mutually agreed, however, that their service time with the SMUA shall not count in their employment with the Township for seniority including any "bumping rights" or the scheduling of vacations.

ARTICLE 18
WAGES

All employees hired prior to 1/1/18 shall be paid in accordance with the following schedule in 1/1/2017 through 12/31/2020. Employees shall be paid twenty six (26) times annually.

<u>CATEGORY I EMPLOYEE</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>CATEGORY I INCLUDES:</u>
First Year	21.27	21.69	22.13	22.57	Sr. Clerk/Bookkeeper
Second Year	22.74	23.19	23.65	24.13	Purchasing Specialist
Third Year	24.20	24.69	25.18	25.69	Payroll/Personnel Clerk
Fourth Year	25.68	26.20	26.72	27.26	Principal Clerk Typist/Planning Board Secretary (1)
Fifth Year	29.96	30.56	31.17	31.79	Planning Board Secretary I
Sixth Year	31.85	32.49	33.14	33.80	Principal Clerk Typist/Zoning Board of Adjustment Secretary (1)
					Zoning Board of Adjustment Secretary I
					Technical Assistant to the Construction Official
					Police Clerk/Matron
					Telecommunicator
					Recreation Specialist
					Certified Tax/Water and Sewer Specialist

<u>CATEGORY II EMPLOYEE</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>CATEGORY II INCLUDES</u>
First Year	20.54	20.95	21.37	21.80	Field Appraiser
Second Year	22.00	22.44	22.89	23.35	Principal Tax Clerk
Third Year	23.47	23.94	24.42	24.91	Control Person
Fourth Year	24.95	25.45	25.96	26.48	Planning Board Secretary II
Fifth Year	28.71	29.29	29.87	30.47	Zoning Board of Adjustment Secretary II
Sixth Year	29.48	30.07	30.67	31.28	Principal Clerk Typist
					Water & Sewer/Tax Collection Clerk

<u>CATEGORY III EMPLOYEE</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>CATEGORY III INCLUDES</u>
First Year	19.71	20.10	20.50	20.91	Clerk Bookkeeper
Second Year	21.17	21.59	22.02	22.46	Planning Board Secretary III
Third Year	22.63	23.09	23.55	24.02	Principal Assessing Clerk
Fourth Year	24.10	24.58	25.08	25.58	Zoning Board of Adjustment Secretary III
Fifth Year	25.54	26.05	26.57	27.10	Violations Clerk
Sixth Year	28.47	29.04	29.62	30.21	Clerk Typist II (entering the 7th year of employment)

<u>CATEGORY IV EMPLOYEE</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>CATEGORY IV INCLUDES</u>
First Year	19.31	19.69	20.09	20.49	Clerk Typist (less than 7 years)
Second Year	20.79	21.20	21.63	22.06	Crossing Guard
Third Year	22.24	22.68	23.13	23.60	Police Service Representative/Matron
Fourth Year	23.70	24.18	24.66	25.16	
Fifth Year	25.20	25.71	26.22	26.75	
Sixth Year	28.15	28.72	29.29	29.88	

<u>*SEPARATE CATEGORY ONLY FOR:</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Payroll Benefit Coordinator	\$61,369.63	\$62,597.02	\$63,848.96	\$65,125.94

All employees hired after 1/1/18 shall be paid in accordance with the following schedule in 1/1/2018 through 12/31/2020. Employees shall be paid twenty six (26) times annually.

		2018	2019	2020
Telecommunicators				
Departmental Specialist	Year 1	\$21.42	\$21.85	\$22.29
Bookkeepers	Year 2	\$22.06	\$22.50	\$22.95
	Year 3	\$22.72	\$23.18	\$23.64
	Year 4	\$23.41	\$23.87	\$24.35
	Year 5	\$24.11	\$24.59	\$25.08
	Year 6	\$24.83	\$25.33	\$25.83
	Year 7	\$25.58	\$26.09	\$26.61
	Year 8	\$26.34	\$26.87	\$27.41
	Year 9	\$27.13	\$27.68	\$28.23
	Year 10	\$27.95	\$28.51	\$29.08

		2018	2019	2020
Administrative Assistants				
Bookkeeping Clerk	Year 1	\$18.36	\$18.73	\$19.10
	Year 2	\$18.91	\$19.29	\$19.67
	Year 3	\$19.48	\$19.87	\$20.27
	Year 4	\$20.06	\$20.46	\$20.87
	Year 5	\$20.66	\$21.08	\$21.50
	Year 6	\$21.28	\$21.71	\$22.14
	Year 7	\$21.92	\$22.36	\$22.81
	Year 8	\$22.80	\$23.26	\$23.72
	Year 9	\$23.71	\$24.19	\$24.67
	Year 10	\$24.66	\$25.15	\$25.66

		2018	2019	2020
Clerk Typist				
	Year 1	\$16.32	\$16.65	\$16.98
	Year 2	\$16.81	\$17.15	\$17.49
	Year 3	\$17.31	\$17.66	\$18.01
	Year 4	\$17.83	\$18.19	\$18.55
	Year 5	\$18.37	\$18.74	\$19.11
	Year 6	\$18.92	\$19.30	\$19.68
	Year 7	\$19.49	\$19.88	\$20.27
	Year 8	\$20.07	\$20.47	\$20.88
	Year 9	\$20.67	\$21.09	\$21.51
	Year 10	\$21.29	\$21.72	\$22.15

- A. The position of Planning Board Secretary & Zoning Board of Adjustment Secretary 3 shall be listed under categories I, II, and III. An employee who has completed the Rutgers University sponsored State courses for Planning Board Secretary or Zoning Board of Adjustment Secretary, passed the requisite examination, and has at least five years of work experience as a Planning Board Secretary or Zoning Board of Adjustment Secretary shall be paid under the Category I scale. An employee who has completed the Rutgers University sponsored State courses for Planning Board Secretary or Zoning Board of Adjustment Secretary, (but not yet passed the State examination) and has at least two years of work experience as a Planning Board Secretary or Zoning Board of Adjustment Secretary shall be paid under the Category II scale. An employee who has not completed the Rutgers University sponsored State courses and has less than two (2) years of work experience as a Planning Board Secretary or Zoning Board Secretary shall be paid in accordance with the Category III scale.
- B. The "Police Service Representative" position has been replaced by "Police Service Representative/Matron" and will be compensated at a rate of thirty five (35) dollars per occurrence. This does not include dispatchers.
- C. Part Time Telecommunicators shall receive an hourly rate of pay based on the hourly rates shown under Category II.
- D. Employees working the midnight shift in the police department shall be paid as follows:
- 2017, 92 cents
 - 2018, 94 cents
 - 2019, 96 cents
 - 2020, 98 cents
- *hourly shift differentials in addition to their hourly rate of pay.
- E. Employees will be paid no less frequently than on a bi-weekly basis. Any errors on an employee's pay check which substantially or significantly impacts the employee's pay will be corrected within 3 working days from the issuance of the check. A "significant" or "substantial" impact would be an error that would alter the employee's pay by ten (10%) or more. If the error is minor in nature, it would be corrected on the ensuing pay check that would be issued for the next pay period.

ARTICLE 19
EDUCATIONAL INCENTIVE

A. All employees covered under this contract are eligible for course re-imbusement at the state tuition rate for up to three (3) courses annually. The courses must have prior approval and must be related to the position held or another government position to which you aspire. In order to receive reimbursement you must pass the course. You can be denied taking courses for budgetary reasons. Stipends for degrees:

Associates Degree	\$1,500	annually
Bachelor's Degree	\$2,500	² annually
Master's Degree	\$3,000	annually

1. 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.
2. If the employee shall leave his/her position with Stafford Township within two (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 sixty (60) days of his/her departure.
3. The following annual stipends shall be paid to employees (during the first pay period of June of each year) who have completed the following certification courses and successfully passed written examinations for programs offered by the Rutgers University for employees in the departments as shown only:

MUST HAVE CERTIFICATIONS FOR THE FOLLOWING:

1. Certified Tax Assessor/Tax Assessment Dept.	\$1,000
2. Certified Tax Collector , Water and Sewer Collector/Tax , Water & Sewer Collection Dept.	\$1,000
3. Certified Municipal Finance Officer/Finance Dept.	\$1,000
4. Certified Municipal Court Administrator/Municipal Court	\$1,000
5. Certified Municipal Clerk/Township Clerk's Dept.	\$1,000
6. Certified Land/Use Secy/Admin/Community Development Dept.	\$1,000
7. Certified Technical Asst to Construction Official,Bldg Dept.	\$1,000
8. Certified Purchasing Specialist/Purchasing Dept.	\$1,000
9. Certified Recreation Specialists/Recreation Dept.	\$1,000
10. Certified Zoning Board of Adjustment Secretary/Zoning Dept.	\$1,000
11. Certified Tax/Water & Sewer Specialists/Tax, Water & Sewer Depts.	\$1,000
12. Certified Alternate Deputy Registrar	\$2,500

It shall be the responsibility of the employee to provide copies of the certification to their respective department heads in order to request payment. The department head shall review the documentation, determine if it meets the criteria for payment and forward a memo to the Chief Financial Officer for payment with a copy to the Township Administrator.

ARTICLE 20
LONGEVITY

A. All employees covered by this Agreement shall receive longevity compensation commencing on the anniversary date of hire according to the following schedule for those hired prior to 7/01/2002

<u>YEARS OF SERVICE</u>	<u>INCREMENTS OF BASE PAY</u>
• Upon entering the 1st day of the 5th year of Employment	2%
• Upon entering the 1st day of the 9th year of Employment	5%
• Upon entering the 1st day of the 13th year of Employment	7%
• Upon entering the 1st day of the 17th year of Employment	9%
• Upon entering the 1st day of the 20th year of Employment	10%
• Upon entering the 1st day of the 24th year of Employment	12%

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

C. The following lump sum longevity scale shall apply to all new employees hired on or after 7/1/02:

- Beginning the 1st day of the 5th year \$500
- Beginning the 1st day of the 9th year \$750
- Beginning the 1st day of the 13th year \$1,000
- Beginning the 1st day of the 17th year \$1,500
- Beginning the 1st day of the 20th year \$2,000

D. Longevity will be eliminated for all employees hired after 01/01/2014.

ARTICLE 21
MEDICAL BENEFITS

A. **State of New Jersey Health Benefit Plan**

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

B. Dental

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

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

The township agrees to continue the current BC/BS dental plan or equivalent with:

1. Annual maximum benefit of \$2000.00
2. Orthodontic maximum benefit of \$2,000.00

C. Vision

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

D. Prescription Plan

Prescription Care coverage shall be provided through the plan administered by Benecard. The prescription plan shall match or exceed the benefits available under the State Health Benefit prescription plan. The current co-pay amounts are three (3) dollars for generic and ten (10) dollars for the name brand prescriptions. Employees hired after 1/1/14 will have prescription co-pays of five (5) dollars for generic and twenty (20) dollars for name brand.

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

F. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article and the State Health Benefit Prescription Plan, to all Employees who have successfully completed twenty five (25) years of service, or are eligible for disability retirement, under the New Jersey 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.

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

State Health Benefits Contribution Chart Below for reference only

Chapter 78 Tier Schedule

	<u>Salary up to</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
Single:	19,999.99	1.13%	2.25%	3.38%	4.50%
	24,999.99	1.38%	2.75%	4.13%	5.50%
	29,999.99	1.88%	3.75%	5.63%	7.50%
	34,999.99	2.50%	5.00%	7.50%	10.00%
	39,999.99	2.75%	5.50%	8.25%	11.00%
	44,999.99	3.00%	6.00%	9.00%	12.00%
	49,999.99	3.50%	7.00%	10.50%	14.00%
	54,999.99	5.00%	10.00%	15.00%	20.00%
	59,999.99	5.75%	11.50%	17.25%	23.00%
	64,999.99	6.75%	13.50%	20.25%	27.00%
	69,999.99	7.25%	14.50%	21.75%	29.00%
	74,999.99	8.00%	16.00%	24.00%	32.00%
	79,999.99	8.25%	16.50%	24.75%	33.00%
	94,999.99	8.50%	17.00%	25.50%	34.00%
9,999,999.99	8.75%	17.50%	26.25%	35.00%	
Family:	24,999.99	0.75%	1.50%	2.25%	3.00%
	29,999.99	1.00%	2.00%	3.00%	4.00%
	34,999.99	1.25%	2.50%	3.75%	5.00%
	39,999.99	1.50%	3.00%	4.50%	6.00%
	44,999.99	1.75%	3.50%	5.25%	7.00%
	49,999.99	2.25%	4.50%	6.75%	9.00%
	54,999.99	3.00%	6.00%	9.00%	12.00%
	59,999.99	3.50%	7.00%	10.50%	14.00%
	64,999.99	4.25%	8.50%	12.75%	17.00%
	69,999.99	4.75%	9.50%	14.25%	19.00%
	74,999.99	5.50%	11.00%	16.50%	22.00%
	79,999.99	5.75%	11.50%	17.25%	23.00%
	84,999.99	6.00%	12.00%	18.00%	24.00%
	89,999.99	6.50%	13.00%	19.50%	26.00%
	94,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.25%	14.50%	21.75%	29.00%
109,999.99	8.00%	16.00%	24.00%	32.00%	
9,999,999.99	8.75%	17.50%	26.25%	35.00%	
Parent/Child & Husband/Wife:	24,999.99	0.88%	1.75%	2.63%	3.50%
	29,999.99	1.13%	2.25%	3.38%	4.50%
	34,999.99	1.50%	3.00%	4.50%	6.00%
	39,999.99	1.75%	3.50%	5.25%	7.00%
	44,999.99	2.00%	4.00%	6.00%	8.00%
	49,999.99	2.50%	5.00%	7.50%	10.00%
	54,999.99	3.75%	7.50%	11.25%	15.00%
	59,999.99	4.25%	8.50%	12.75%	17.00%
	64,999.99	5.25%	10.50%	15.75%	21.00%
	69,999.99	5.75%	11.50%	17.25%	23.00%
	74,999.99	6.50%	13.00%	19.50%	26.00%
	79,999.99	6.75%	13.50%	20.25%	27.00%
	84,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.50%	15.00%	22.50%	30.00%
	9,999,999.99	8.75%	17.50%	26.25%	35.00%

- H. The parties agree and acknowledge that prior continuous and uninterrupted service with the Stafford Municipal Utilities Authority is considered as work service credit with Stafford Township for purposes of qualifying for paid benefits upon retirement.
- I. Employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the purpose of being reimbursed for eligible "out of pocket" medical expenses. Employees electing to participate in the program will be charged three (3) dollars per month and must comply with all aspects of the program. This program is strictly voluntary.
- J. In order for an employee hired after 1/1/2017 to be eligible for benefits in retirement they must meet the twenty five (25) year requirement in the pension system and be an employee of Stafford Township for not less than ten (10) years.

ARTICLE 22
RETIREMENT

All employees hired before January 1, 2017 attaining twenty-five (25) years or more in the P.E.R.S. will receive health benefits for life in accordance with Chapter 88, Retirement benefits. Employees hired after January 1, 2017 must have the requisite twenty-five (25) years of service in the pension system and a minimum of ten (10) years of service in Stafford Township to be eligible for health benefits.

ARTICLE 23
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 24
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 25
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 26
DURATION

This Agreement shall be retroactive to and in effect from January 1, 2017 through December 31, 2020 and shall continue in effect and full force for four (4) 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.

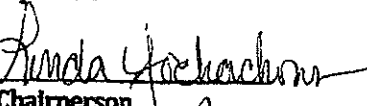
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2017.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES OF NEW JERSEY,
AFL-CIO, LOCAL 3304A


TOWNSHIP OF STAFFORD

BY: 
Chairperson

BY: 
John Spodofora, Mayor

BY: 
Co-Chairperson

BY: 
James A. Moran, Administrator

BY: 
AFSCME Executive Director or Designee

BY: 
AFSCME Staff Representative

ATTEST:

(Witness)

ATTEST:

Linda Martin, Acting Township Clerk