

AGREEMENT

Between

TOWNSHIP OF STAFFORD
County of Ocean, State of New Jersey

And

STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION
As part of the New Jersey Fraternal Order of Police Labor Council

Effective January 1, 2005 through December 31, 2008

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ARTICLE XXVII

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THIS AGREEMENT made this ____ day of _____, 2005, by and between the **TOWNSHIP OF STAFFORD**, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the “Employer,” or “Township” and the **STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION as part of the NJ Fraternal Order of Police Labor Council**, hereafter referred to as the “SOA”, as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as “employee”.

WITNESSETH:

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

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

ARTICLE I

Recognition and Scope of Agreement

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

ARTICLE II

Collective Bargaining Procedure

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

ARTICLE III

Discrimination and Coercion

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA shall not intimidate or coerce employees into membership. Neither the Employer nor the SOA shall discriminate against any employees because of race, color, creed, sex, national origin or political affiliation.

ARTICLE IV

Prior Service

Time spent as a full-time employee, as a police officer in the Stafford Township Police Department shall count towards service credit for the purposes of longevity and vacation leave all benefits when he/she becomes a full-time Township police officer. The parties acknowledge and agree that time spend by Captain Charles Schweigart as a CETA employee with the township shall also count toward his service credit.

ARTICLE V

Sick Leave

A. 1. All employees covered by this Agreement shall receive 15 days sick leave per year, which shall be allocated on January 1st. All sick leave not used shall be accumulated from year to year with no limit.

2. Up to 10 days of an employee's personal sick leave may be used each year to attend to the illness of immediate family members, which shall include the following individuals: Mother, Father, Spouse, Son and Daughter.

3. The Employer reserves the right to extend sick time.

B. One sick leave day shall equal the normal hours scheduled for any given day. Sick leave for less than a full day shall be utilized on an hourly basis, in which event only the hours used, as sick time shall be deducted from the employee's accumulated sick time.

C. No employee shall make doctor visits while on duty. Sick time may be utilized for such visits.

D. Each employee may periodically review the Employer's record of his or her accumulated sick days during business hours within reason.

E. 1. When an officer retires from the Police Department in accordance with the appropriate New Jersey Pension Plan, he/she shall have his/her accumulated sick time purchased at the then current rate of pay to a maximum cap of \$15,000.

a. The parties acknowledge that there are certain savings to be realized by the township through the retirement of senior officers who have reached the maximum level of salary and benefits. For example, once these senior officers retire the township is able to appoint new police officers at the starting salary level thus realizing savings in salary and benefits. To that end, the township agrees to offer

an additional incentive to officers with 30 years or more of work experience as a police officer in Stafford Township. For those officers with 30 years or more of work experience with Stafford Township as a police officer, the township agrees to purchase an additional amount of accumulated sick leave over and above the \$15,000 in Section (E) up to an additional \$15,000 for a total purchase of \$30,000. In order to qualify for this benefit, the officer must provide written notice to the township by 10/1 of the year immediately preceding the date of his/her retirement in order for the township to budget adequate funds in the ensuing budget year.

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

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

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

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

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

A. Employees scheduled to work at least six months and one day in a rotating shift shall be compensated as follows:

1. Employees who have utilized up to but not in excess of two and one-half (2-1/2) days sick leave in the calendar year shall be compensated at the rate of one hundred percent (100%) of the then current rate of pay.

2. Employees who have utilized more than two and one-half (2-1/2) days sick leave but not in excess of five (5) days sick leave in the calendar year shall be compensated at the rate of seventy-five percent (75%) of the then current rate of pay.

B. All other employees scheduled to work less than six months and one day in a rotating shift during a calendar year shall be compensated as follows:

1. Employees who have not utilized any day's sick leave during the calendar year shall be compensated at the rate of one hundred percent (100%) of the then current rate of pay.

2. Employees who have utilized two (2) days or less leave during the calendar year shall be compensated at the rate of seventy-five percent (75%) of the then current rate of pay.

ARTICLE VI

Personal Days

A. 1. Employees shall be granted 5 personal days off with pay during the course of each calendar year and allowed to sell back one unused Personal day at the end of each year.

2. Personal days may be carried over into the next calendar year if an employee is unable to utilize his/her personal days in a given year due to injury, illness, disability or other extenuating circumstance(s).

ARTICLE VII

Bereavement Leave and Military Leave

A. Bereavement Leave:

1. Employees shall receive 5 working days off with pay (commencing on the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, spouse's grandparents.

2. The employee shall receive 1 day off with pay (day of burial and only if funeral services are attended) for the following: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree.

3. Exceptions to this section may be made 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.

B. Military Leave:

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.

ARTICLE VIII

Overtime

A. The Employer agrees that overtime consisting of time and one-half (1 1/2) shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.

B. Employees shall not be paid overtime for hours worked in excess of the normal workday unless such overtime is authorized by the Chief of Police.

C. 1. Any member who shall be required to appear in court during his/her off-duty hours shall suffer no loss in compensation. When such appearances occur outside of his/her assigned duty hours, he/she

shall receive additional compensation moneys at a rate of time and one-half (1 1/2) for the time actually expended. For such appearances outside of assigned duty hours, the member shall receive a minimum of 2 hours overtime compensation for each such appearance.

2. When such court appearances occur during assigned duty hours, such time shall be considered a time of assignment to and performance of duty and he/she shall suffer no loss in compensation.

D. 1. In the event an employee is called in to duty other than his/her normal assignment, he/she shall be paid overtime at a rate of time and one-half (1 1/2) for all time worked during such period. In no such case shall he/she be paid for less than 4 hours, irrespective of time worked, except when called into duty less than 4 hours prior to his/her normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

2. Court appearances shall be exempt from the minimum 4-hour pay provision and shall be governed by Section C of the Article.

E. Attendance at meetings called by the Chief of Police, or his designee, when such meeting is not during the officer's daily tour, shall be paid for at a rate of time and one-half (1 1/2) of the officer's base pay for actual time worked, but not less than 4 hours.

F. 1. Any officer may, at his/her option indicate, at the time the overtime is assigned, that he/she wishes compensatory time (at time and one-half (1 1/2) in lieu of money payment. Once made for each assignment, this decision may not be changed except by mutual agreement of the Chief of Police.

Compensatory time may be accumulated up to and including 400 hours. Once this number is exceeded, the officer incurring such overage will be required to utilize such overage hours as soon as he/she can be scheduled off.

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

ARTICLE IX

Vacations

A. All members covered under this Agreement shall be granted vacation as follows:

1. During the first year of employment: 1 vacation day for the 3rd through 12th month of employment, for a total of 10 vacations days.

2. During the second year of employment: 1 vacation day for the 13th through 21st month, and 2 vacation days for the 22nd, 23rd and 24th month of employment.

3. Upon completion of the second year of employment: 18 vacation days and 1 additional working day per year, up to and including the 15th year of employment, to a maximum of 30 days

B. All members covered under this Agreement shall have one of the following options concerning their vacation time during each calendar year:

1. Each member may utilize all or part of their vacation granted to them during the calendar year including any accumulated time from previous years.

2. Any employee having more than 23 vacation days and wishing to sell days back to the Township must by December 1st of the preceding year notify the Township of the number of days he/she intends to sell-back. Said employee has the right to rescind his/her request at any time prior to actual payment, which will be at his/her present rate of pay. Said payment will be made no later than December 31st of each calendar year.

C. Each member must utilize at least one-half (1/2) of his/her vacation granted during that calendar year.

D. 1. Vacation days shall be prorated for the year and given on the first day of that calendar year.

2. In the event an employee's employment is terminated during any calendar year, he will be required to give back to the Township the number of prorated days he has not utilized.

E. 1. a. On or before November 15th of each year, the Chief or his designee shall post in a public place the annual shift assignment schedule.

b. On or before November 15th of each year, the chief or his designee shall post in a public place a blank schedule for the following calendar year (January 1 through December 31) for each employee to select vacations according to seniority.

c. Between November 15th and December 15th of each year, such employee may submit a written request for vacation for any period of the following calendar year (January 1 through December 31), and shall write his request on a master blank vacation schedule; however, if the employee does not list his preference on the master blank vacation schedule, there shall be no penalty as long as the employee has submitted a written vacation request in a timely manner. No officer will be permitted to request more vacation time on the master blank vacation schedule than he or she has accrued as of January 1st of the year for which the vacation is requested.

d. In the event more employees apply than can be selected for any particular vacation period, requests for vacation shall be granted according to seniority. The chief or his designee shall, by December 31, publicly post the approved vacation schedule, with specific officer's name listed, for the following calendar year (January 1 through December 31). Once a vacation is approved by the Chief of Police or his designee no officer shall lose said approval, except by agreement of the officer or in an emergency.

2. Any officer who does not make a vacation selection on or before December 15th shall have his or her written vacation request considered and scheduled on a first-come, first-served basis, regardless of seniority. The Chief or his designee shall respond, in writing, to such a request within three (3) days of the submission of the request.

3. No scheduled vacation may be canceled by the Chief/Department without at least thirty- (30) day's prior written notice to the affected employee.

F. Should a member, due to sickness or injury for a period of 1 continuous year, be unable to comply with Section C, Paragraph 2, he/she will be exempt from that Section and shall be paid for all accrued vacation over 23 days.

G. In accordance with N.J.S.A. 40A: 14-137.1, upon the death or retirement of any permanent member of the Police Department, the Township shall pay to him/her or his/her estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

ARTICLE X

Holidays

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

B. All members shall be paid for the following holidays:

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

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

C. Any officer who works on either Thanksgiving Day or Christmas Day shall receive a stipend of \$100 (one hundred dollars) in addition to any other entitlement.

ARTICLE XI

Hospital and Medical Insurance

A. Hospitalization. The Employer will provide the N.J. State Health Benefits Plan (SHBP). It is also understood that a prescription plan through the NJ State Health Benefits Plans will be provided.

B. Dental Plan.

Each employee will have the option of choosing between the following Dental Plans:

1. The Comprehensive Dental Care Program as provided by Horizon Blue Cross/Blue Shield as of January 1, 2002.
2. A fee paid plan as provided by Blue Cross Blue Shield of New Jersey.

C. Optical Plan. All members covered by this Agreement shall be entitled to the Group Vision Service Plan, or its equivalent.

D. Effective 7/1/05, all employees shall be subject to the following premium co-pay amount through bi-weekly payroll deduction:

- \$30.00 per pay period for all full time employees with benefit coverage

Consistent with the NJ State Health Benefits Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance benefit coverage and shall only go into effect provided that all 7 township collective bargaining units have agreed to the premium co-pay as shown above. Further, if all bargaining units do not agree then the co-pay amounts for dental and vision only shall be adjusted as follows as of 7/1/05:

- Dental - \$2.50 per month for single coverage and \$6.50 per month for family coverage
- Vision - \$2.25 per month

In addition, if the new premium co-pay amounts of \$30.00 per pay period go into effect as of 7/1/05, the township agrees to enhance the current dental plan by:

- Increasing the annual maximum from the current \$1,000 to \$2,000

- Increasing the orthodontic benefit from the current \$750 to \$2,000

Based on the financial hardship involved, it is explicitly noted that it is the intention of the parties that the premium co-pay shall apply to active employees only and not retirees.

The parties acknowledge and agree that the prescription coverage provided by the township is through the NJ State Health Benefits Plan. The current co-pay amounts are \$1.00 generic and \$5.00 for name brand prescriptions. Its likely, however, that the NJSHBP will be implementing an increase in these co-pay amounts. As such, any increase in the employee co-pay for prescriptions (up to a maximum of \$5.00 generic and up to \$10.00 “name brand”) implemented by the NJ State Health Benefits Plan shall become effective on the date that the NJ State Health Benefits Plan implements the increases PROVIDED that all 7 collective bargaining units agree to this change. If the State Health Benefits Plan does not implement an increase in the co-pay amount and if all collective bargaining units do not agree, there shall be no change in the employee co-pay for prescriptions which shall then remain at \$1.00 generic and \$5.00 “name brand”.

New Provision: Effective 7/1/05, 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 \$3.00 per month and must comply with all aspects of the program. This program is strictly voluntary.

- E. Membership in a credit union at no cost to the Township.
- F. Coverage - Normal Duty. For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.
- G. Coverage - Call-In Duty. For the purpose of insurance coverage only, officers called in at times

other than their normal shift shall be considered on duty as of the time of the call-in.

H. In the event an employee covered under this Agreement dies coverage shall be continued by the Township of Stafford for the benefit of said employee's spouse and children. The insurance benefits required to be continued herein for the benefit of the employee's children, shall continue in full force and effect for such children until they reach 21 years of age or 23 years of age if still in school.

I. The Township agrees to fully insure any and all employees, past and present, who have successfully completed twenty-five (25) years of active service or are eligible for disability retirement under the New Jersey State Police and Fireman's Pension System. Said insurance shall consist of all coverage outlined in Section A of this Article, with the exception of the Prescription Plan. It is further understood that said insurance shall cover the spouse of said retiring employee and any dependents who are considered eligible for benefits under said Medical Plan. It is further understood that should additional benefits be acquired by the SOA for retirement purposes, all previous employees who qualified for retirement and were employed by the Township as of December 31, 1991 would also receive said benefits. The parties agree that the widows/widowers and dependents, to age 23, of retired police officers will continue to be covered pursuant to NJSHBP guidelines.

J. If permitted by the NJSHBP regulations, the township agrees to extend medical/health benefit insurance coverage to officers who choose to retire with at least 20 years of service credit with PFRS provided that the officer must pay the township 30 days in advance for said coverage in full. The officer shall be required to pay for this coverage for up to 5 years after which time the township would assume the cost pursuant to current practice. The retired officer shall only be required to pay the premium until he reaches 25 years of service (ie: normal retirement age)

ARTICLE XII

Clothing Allowance

- A. Clothing allowance in the amount of One Thousand Three Hundred Dollars (\$1,300.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees.
- B. The clothing allowance shall be paid in equal installments on the first pay period in the months of March and September, as follows:
1. Employees shall receive direct reimbursement for uniform purchases submitted to the Township. On March 1 and September 1 of each year, the Township shall pay to each officer the difference between \$650.00 and the amount previously reimbursed to the officer in the prior months since the last payment date.
- C. All employees shall properly maintain and purchase all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.
- D. Non-uniformed officers shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.
- E. The Township will repair or replace, at no cost to employee, personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by and at the discretion of the Chief of Police.
- F. The township will pay for the cost of dry cleaning uniforms.
- G. The SOA shall provide a list to the Township Administrator showing SOA members who are uniformed and non-uniformed. Said cleaning will include dry cleaning and laundering of non-uniformed personnel as well.
- H. The items shown on “Schedule A” reflect the “necessary equipment” under this

contract. Any change in the required uniform list which would result in additional cost to the officer will be paid for by the township through the police department budget. This section does not preclude the township from making changes. It is simply meant to say that any change in the required uniform and equipment list which results in additional out-of-pocket expenditures shall be borne by the township and charged to the police department budget.

I. As of January 1, 2002 clothing allowance cannot be included in the base pay for pension purposes pursuant to PFRS regulations. If regulations change to permit the inclusion of clothing allowance into the base pay, the township agrees to implement that change as soon as possible.

ARTICLE XIII

Legal Aid

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

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

ARTICLE XIV

Disability

A. **Up until 7//1/08**, all employees hired prior to January 1, 1996 shall be eligible for paid disability absence, if the following conditions are complied with:

1. Employee must bring a physician's certificate stating condition of employee and expected date of return to work.
2. Disability status is a period of continuous absence after eight (8) working days.
3. If hospitalized, the department head must be notified as soon as possible.
4. If these provisions are not complied with, the employee forfeits his/her right to disability payments.
5. The township council may request the township physician to consult with employee's personal 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.

B. **Up to 7/1/08**, all employees hired prior to January 1, 1996 shall receive paid disability absence up to thirteen (13) weeks after one (1) year of service, and up to twenty-six (26) weeks after ten (10) years of service, in accordance with one of the following options, which must be determined by the employee at the commencement of his/her disability:

1. An employee shall receive paid disability absence at full salary only after he/she exhausts all of his/her accrued sick time; or
2. If the employee exhausts only eight (8) sick days prior to going on paid disability absence, the employee must utilize two (2) days sick leave for every four (4) days of disability absence so that the employee shall receive full salary while on disability leave.

The term "full salary" shall be interpreted for purposes of this section to include base salary, longevity, college incentive pay, and holiday pay if said pay is included in base salary.

C. All employees hired subsequent to January 1, 1996 shall receive the State Disability Rate and shall be subject to the terms of the State Disability Plan for non-work related disabilities.

C.1. Effective 7/1/08, ALL EMPLOYEES shall receive the State Disability Rate and shall be subject to the terms of the State Disability Plan for non-work related disabilities. Employees must utilize 8 sick days prior to the State Disability Plan taking effect. Further, employees may, at their option, utilize accumulated leave (i.e. sick, vacation, compensatory time or personal leave) to supplement the weekly State Disability Plan benefit.

C.2. So as not to create undue financial hardship, employees who develop a catastrophic medical condition and who have utilized all of their sick, vacation, compensatory time and personal leave may apply to the township administrator for a medical leave of absence with pay for a period not to exceed one year. The approval of the township administrator shall not unreasonably be withheld if the employee has demonstrated and documented an acute medical condition to the satisfaction of the township administrator.

C.3. The provisions with respect to the township's Alternate Duty Policy may be used in cases of non-job related injuries. All of the procedures and time limits adopted by the township for Alternate Light Duty policy shall apply.

D. Illness or injury occurring during employment for another employer shall not qualify for paid disability absence pursuant to Paragraph A unless the employment is a police/security position.

E. While in the performance of his/her duties as police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, he/she shall be granted up to one (1) year leave with pay, providing that the police surgeon shall certify that such injury, illness or disability is caused as a direct and proximate result of the performance of such police duties. Additionally, at the discretion of the township administrator, the leave may be extended beyond one year, to be determined on a case by case basis.

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

ARTICLE XV

Salaries

A. The salary scale effective 1/1/05 shall be as follows:

| | <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> |
|--------------------------|--------------------|--------------------|--------------------|--------------------|
| Sgt-1 st year | 86,854.62 | 90,320.12 | 93,923.89 | 97,671.46 |
| Sgt-2 nd year | 90,328.81 | 93,932.93 | 97,680.85 | 101,578.32 |
| Sgt-3 rd year | 93,941.96 | 97,690.24 | 101,588.08 | 105,641.45 |
| Lieutenant | 105,214.99 | 109,413.07 | 113,778.66 | 118,318.42 |
| Captain | 117,840.80 | 122,542.65 | 127,432.10 | 132,516.84 |

B. The salaries shown for 2006, 2007 & 2008 reflect a 3.99% cost of living adjustment.

C. The employer agrees that the following rank differentials shall be established and maintained between the following ranks:

1. At least twelve (12%) percent differential between Patrolman or any other rank below the First Year Sergeant and the First Year Sergeant.

2. At least Four (4%) percent differential between the First Year Sergeant and the Second Year Sergeant.

3. At least Four (4%) differential between the Second Year Sergeant and the Third Year Sergeant.

4. At least twelve(12%) percent differential between Third Year Sergeant and Lieutenant.

5. At least a twelve (12%) percent differential between Lieutenant and Captain.

D. It is further understood that the minimum twelve- percent (12%) differential shall apply to any rank, which may be created below the rank of Sergeant. For example, if the position of Corporal were to be established by the Township, at a salary of higher than that of Senior Patrolman, this would require an increase in the Sergeant's, Lieutenant's and Captain's base pay so as to maintain the minimum differential listed in Section "C" above.

E. For the duration of this Agreement pay periods shall be determined by the township, however employees will be paid no less frequently than bi-weekly (every other Thursday). It is understood that this change from weekly pay periods will not be implemented unless all five Township Bargaining Units agree to this change.

F. Longevity pay, holiday pay and educational incentive pay shall be considered a part of base pay for pension purposes.

ARTICLE XVI

Longevity

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

| <u>YEARS OF SERVICE</u> | <u>INCREMENTS OF BASE PAY</u> |
|--|-------------------------------|
| Upon entering the 1st day of The 5th year of service | 2% |
| Upon entering the 1st day of The 9th year of service | 5% |
| Upon entering the 1st day of The 13th year of service | 7% |
| Upon entering the 1st day of The 17th year of service | 9% |

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

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

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

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

ARTICLE XVII

Savings Clause

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

ARTICLE XVIII

Duration

This Agreement shall be in effect as of the first day of January 2005, to and including the 31st day of December 2008. In the event that a new written contract has not been entered into between the Employer and the SOA on or before the 1st day of January, 2009, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2009.

ARTICLE XIX

Educational Incentives

A. A superior officer may take up to three (3) courses in an institution of higher learning in any semester which course is related to a major in Police Science, Criminal Justice, Human Resources or related fields of police work or law as determined and approved by the Chief of Police. Methods of payments shall be as follows:

1. The officer may request from the Township and receive payment to prepay said courses he/she wishes to enroll in. Upon completion of said enrolled course, said employee must, within two weeks, present to the Chief of Police proof of passing grade for the enrolled course. If in the event said enrolled course resulted in a failing grade, said employee must reimburse to the Township within six (6) months all monies received from the Township for that particular prepaid course.

OR

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

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

1. a. Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the completion of a Graduate Degree (restricted solely to those areas of study set forth in Paragraph A of this Article), which courses are approved by the Middle State Association of Colleges and Schools.

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

| | |
|-------------------|-------------|
| Associates Degree | \$ 1,500.00 |
| Bachelors Degree | \$ 2,500.00 |
| Masters Degree | \$ 3,000.00 |
| Doctorate Degree | \$ 3,500.00 |

b. Educational incentive pay shall be included in and become a part of base salary for pension purposes.

c. It is agreed that Sergeant Michael Guadalupe shall be entitled to educational incentive pay effective 1/1/05.

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

ARTICLE XX

Grievance Procedure

A. Definitions

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

2. Aggrieved person: An “aggrieved person” is the person or persons or the Association making the claim.

3. Party in interest: A ‘party in interest’ is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Requirements

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.

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

3. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

C. Procedure

Step One:

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

Step Two:

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

Step Three:

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

Step Four:

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

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

The cost of the arbitrator and the expenses of the hearing, including a court report if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of the Agreement. In formulating his

decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

D. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

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

ARTICLE XXI

Deduction of Membership Dues and Agency Shop

A. Upon receipt of written voluntary authorization and assignment of an employee covered by this Agreement on a form agreed upon between the Township and the SOA, the Township agrees to deduct membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the SOA during the full term of this Agreement and other extension or renewal thereof. The Township shall promptly remit, monthly, any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the SOA.

B. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

C. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.

D. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The SOA agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Township's complying with the provisions of this Article provided that: (1) the Township gives the SOA timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this section, and (2) if the SOA so requests, in writing, the Township will transfer to it the full responsibility for the defense of such claim, suit or other form of liability.

ARTICLE XXII

Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 2009 contract shall be initiated on or before the 15th day of October, 2008, and that the parties hereto will schedule as soon thereafter as practically possible a time and place to discuss the terms and conditions of the 2009 contract.

ARTICLE XXIII

Retention of Benefits

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

ARTICLE XXIV

No Waiver

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

ARTICLE XXV

Out-of-Title Work

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

ARTICLE XXVI

Burial Expenses

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

ARTICLE XXVII

Fraternal Order of Police

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

ARTICLE XXVIII

Completion of Agreement

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2005.

**STAFFORD TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION**

TOWNSHIP OF STAFFORD

BY: _____

Carl W. Block, Mayor

Paul J. Shives Township Admin.

Bernadette Park, Municipal Clerk