

AGREEMENT

between

TOWNSHIP OF STAFFORD
County of Ocean, State of New Jersey

and

STAFFORD TOWNSHIP LOCAL 297 POLICEMEN'S BENEVOLENT ASSOCIATION

Effective January 1, 2009 through December 31, 2012

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September, 2011 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 POLICEMENS BENEVOLENT ASSOCIATION, LOCAL NO. 297**, hereafter referred to as the "PBA", 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" or "officer".

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 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 with respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I
Recognition and Scope of Agreement

A. The Employer hereby recognizes the PBA as the sole and exclusive representative of all full-time employees in the title of Patrolman and Detective in the negotiation of this Contract Agreement and for the purposes of collective bargaining and all other activities and processes relative thereto.

A. The bargaining unit shall consist of all of the regular full-time officers of the Stafford Township Police Department now employed or hereafter employed in the title of Patrolman and Detective.

B. This Agreement shall govern all wages, hours, and other conditions of employment set forth herein.

C. This Agreement shall be binding upon the parties hereto.

D. The PBA 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 shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer, not to exceed two (2) in number, who may be designated by the PBA 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 PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, color, creed, sex, national origin, religious beliefs, age marital status, civil union status, sexual orientation or political affiliation.

B. 1. No material derogatory to employee's conduct, service, character or personality shall 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 Chief of Police and a Township designee at the employee's request. This reply will be attached to the document to which it is in reply, as long as the document is in the employee's file.

2. 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 needs to be disclosed to the employee under the requirements of State law.

ARTICLE IV
Prior Service

A. Police Officers appointed to full time permanent positions who were appointed as full time

(defined as those working at least 40 hours per week)and performing the same duties and responsibilities as permanent officers.

B. All "Special Police Officers" for the Township of Stafford shall only receive credit for time served as a full time special police officer for purposes of:

- Years of Service for longevity calculation
- Years of Service for selection of vacation
- Determining their salary on the salary guide

For the purposes of this Article, a full time police officer is any employee who has worked a minimum of 40 hours per week regardless of the classification of the employee.

C. A full time police officer who previously worked for another municipality for at least 5 years as a police officer on a full-time basis shall be appointed to the 5th step of the salary scale. At the discretion of the township the officer may be appointed to a higher step..

D. The township reserves the right to recognize part time service as a special police officer with the township if the employee has worked for at least 1 year and has averaged at least 25 hours per week for a 52 week period.

ARTICLE V
Seniority Definition

A. 1. If in the event a dispute of seniority arises, the senior will be deemed the officer with the longest continuous unbroken service on the Stafford Township Police Department.

2. In the event that both officers were appointed to their present rank on the same date,

then the officer with the highest ranking on the entrance examination will be the senior.

A. In the event of demotion, the demoted party's seniority shall include all his years of service in Stafford Township, regardless of rank in any year..

ARTICLE VI
Sick Leave

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule.

1. The first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one and one quarter (1.25) days each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) days for each and every calendar year thereafter. The amount of sick leave not taken shall accumulate from year to year. If an employee is on disability or leave without pay on the first day of January, the employee shall receive a pro rata allotment of sick, vacation, and personal time upon the employee's return to work.

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

3. Up to five (5) days of an employee's personal sick leave may be used each year to attend the illness of immediate family members, which shall include the following individuals: mother, father, spouse, son and daughter.

B. One (1) sick leave day shall equal eight (8) hours. Sick leave for less than a full day (eight hours) 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.

A. 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.

2. In order to receive payment for accumulated sick time during the year of actual retirement, an employee shall notify the Township, in writing, during the preceding calendar year of the intention to retire.

F An employee who dies in the line of duty shall be eligible for the benefits in E.1. above with the payment to the officer's estate in the next calendar year.

G 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 or 80 hours of 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 or 40 hours regardless of utilization of sick leave.

2. Employees intending to sell back between 6 days or 48 hours and or 10 days and 80 hours must meet the following criteria:

a. Employees who utilized up to but not in excess of three (3) days or 24 hours of sick leave in the calendar year shall be compensated at the rate of one hundred percent (100%) of the then current rate of pay.

b. Employees who have utilized more than three (3) days or 24 hours of sick leave but not in excess of six (6) days or 48 hours of sick leave in

the calendar year shall be compensated at the rate of seventy-five percent (75%) of the current rate of pay.

ARTICLE VII
PERSONAL DAYS

A, Employees shall be granted five (5) personal days off with pay during the course of each calendar year. Each employee will be able to sell back one unused personal day per year to the Township.

B. 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 VIII
Bereavement Leave and Military Dave.

Bereavement Leave:

A. Employees shall receive five (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.

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

C. Exceptions to benefits set forth in paragraphs one (1) and two (2) above may be made by the Chief of Police or 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.

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 annual field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

ARTICLE IX **Management**

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 utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible.
2. Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard to establish reasonable work rules without creating hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the PBA, with applicable amendments thereto.
3. Special Police Officers shall be scheduled and utilized by the Township in accordance with the provisions of N.J.S.A. 40A:14-146.8 et. seq.
4. The Township agrees that the on-call policy for detectives and other officers shall at all times comply with the provisions of the Fair Labor Standards Act (29 U.S.C, section 201) and applicable case law.

ARTICLE X
Hours/Schedules

A. The parties understand and agree that the standard work week shall consist of the tours of duty schedule as promulgated by the Chief of Police. Except when impracticable, changes in the overall schedule of the Department will be promulgated by the Chief of Police and available to all affected personnel for review 60 days before the changes take effect. No change in the schedule will be made for disciplinary purposes.

A. It is recognized by the parties that coffee breaks and lunch time are part of the tour of duty and paid by the Township.

C. 1. Each employee shall attend four (4) departmental meetings and physical training tests (maximum four (4) hours each) per year and all staff meetings required by the Chief of Police.

2. Payment for attendance at such meetings shall be at the rate of time and one-half (1 1/2) of the officers' base pay for actual time, but not less than four (4) hours when such meeting is not during the officers' daily tour.

ARTICLE XI
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 overtime is authorized by the Chief of Police.

C. 1.. For court appearances outside of assigned duty hours, the officer shall receive additional compensation monies at a rate of time and one-half (1 1/2) for the time actually expended. Effective upon the signing of this Agreement, for such appearances outside of assigned duty hours, the

officer shall receive a minimum of two (2) hours overtime compensation for each such appearance.

2. When such appearances occur during assigned duty hours, such time shall be considered a time of assignment to and performance of duty and the officer 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 four (4) hours, irrespective of time worked, except when called into duty less than four 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. Meetings are not part of this Section.

2. Court appearances shall be exempt from the minimum four (4) hour pay provision and shall be governed by Section C of this 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 the rate of time and one-half (1 1/2) of the officer's base pay for actual time worked, but not less than two (2) hours.

A. 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, this decision may not be changed except by mutual agreement of the Chief of Police.

2. Compensatory time may be accumulated up to and including four hundred (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. Upon retirement the Township will pay no more than \$40,000.00 to reimburse any individual for compensatory time, regardless of the number of

hours accrued, at the current rate of pay.

B. All employees shall be eligible for all overtime. The Chief of Police, or his designee, shall maintain an overtime list consisting of the names of all employees. Overtime shall be offered to employees on the list on a rotation basis. The overtime list shall be posted in a conspicuous place and/or available for employee inspection. If an employee is offered overtime and declines, the next employee on the list shall be offered the overtime, and so on.

H. Pursuant to a directive issued by the New Jersey State Department of Community Affairs, the Township adopted Ordinance 2001-08 pertaining to "Employment of Off-Duty Police Officers." The parties agree that the directive from the State makes it clear that in order for police officers to be employed on an "off-duty" basis, the Township must establish and administer the off-duty employment program. To that end, the parties agree that employment of off-duty police officers shall be governed by the terms and conditions of the State directive as reflected in the provisions of Ordinance 2001-08. In addition to the provisions contained in the Ordinance, the parties agree as follows:

1. The four-hour call out provision as contained in Article XI, Section D, shall apply only to off duty employment for **private entities** contracting with the Township for police services. The four-hour call out provision shall not apply to off-duty employment for public or nonprofit entities such as local churches, school districts, or fraternal organizations. Based on the fact that the township will not be charging the same rates to public/non-profit entities and will therefore not be reimbursed for all costs incurred for police services rendered to public or non-profit entities, officers shall be paid on an "hour for hour" basis for off-duty work performed for public and non-profit entities.
2. In recognition of the fact that all officers may not be interested in off-duty employment, the Police Department, through the Chief of Police may establish

a list of separate and apart from the departmental overtime list for the purpose of assigning off-duty employment.

3. Based on the fact that police officers will be paid directly by the township and are representing the township during off-duty employment , it is recognized that all rules and regulations pertaining to the department personnel shall apply to off-duty employment.

ARTICLE XII
VACATIONS

A. All members hired on or before December 31, 1997 shall accrue vacation as follows:

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

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

3. Upon completion of the second year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 16th year of employment, to maximum of 30 days.

4. All members hired on or after January 1, 1998 shall accrue vacation beginning the first day of the following year of employment as follows:

Year	Vacation
1	10
2	12
3	13
4	14
5	15
6	16

7	17
8	18
9	19
10	20
11	21
12	22
13	22
14	22
15	23
16	24
17	25
18	26
19	27
20	28
21	29
22	30

B. All members covered under this Agreement shall comply with the following options as it pertains to 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;

AND/OR

2. On December 31st of each year, each employee may be paid any accrued vacation days beyond forty-six (46) days, at this present rate of pay.

C. Members shall, nonetheless, utilize at least one-half (1/2) of their vacation granted during that calendar year.

A. Vacation days for first and second years of employment shall be accrued in equal monthly installments according to length of service. All vacation time for employees in the third or more year of service shall be earned, allotted and granted on January 1st of each year.

C. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section C, he/she will be exempt from that Section and shall be paid for all accrued vacation over forty-six (46) days.

D. 1. By Dec. 15 of each year, employees may submit written requests for vacations during any period of the following calendar year. In the event more employees apply than can be scheduled for any particular period, the requests shall be granted according to seniority. The Department shall post the vacation schedule between November 15 and December 15 of each year.

2. Any officer who does not make a selection by Dec. 15 shall have his/her written vacation request considered and scheduled on a first come, first served basis, regardless of seniority. Employer shall respond, in writing, to such vacation requests within five (5) days of their submission.

3. No scheduled vacation may be cancelled by the Chief/Department unless a bona fide sudden and serious emergency arises and when, in the judgment of the Chief of Police, such action is necessary to adequately address the emergency.

4. No employee will be permitted to accrue more than 2 years of vacation. In extraordinary circumstances an employee can apply to the Administrator for permission to accumulate a third year. Current employees who have accrued more than 2 years may¹ sell back up to 50% of their extra days per year until exhausted. No monetary payment will be made upon leaving the force for any vacation accrued over 2 years. No Employee who retires during the term of this agreement shall lose any accumulated vacation time.

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 his/her estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

ARTICLE XIII **Holidays**

A. Any officer who works on either Thanksgiving Day or Christmas Day shall be compensated at a rate of time and one half for all hours worked.

ARTICLE XIV **Hospital and Medical Insurance**

A. Hospitalization. The Employer will provide to the employee and employee's family the following or equivalent hospitalization:

1. New Jersey State Health Benefits Direct 10 Plan, or equivalent

¹ can = may

2. Prescription Plan Benecard, or equivalent ;
3. The HMO plan shall be optional at no additional cost to the Township over the B/C-B/S.

B. All employees shall be subject to premium co-pay amounts through bi-weekly payroll deduction as required by N.J.S.A. 40A:10-16 et seq and/or N.J.S.A. 52:14.25 et seq and any amendments thereto. The Township agrees that no member of this bargaining unit shall be required to contribute a premium co-pay in excess of any amounts required by State Law. If N.J.S.A. 40A:10-16 et seq and N.J.S.A. 52:14-25 are repealed the parties agree that the premium co-pay shall be the 1.5% required before the above noted statutes became effective on June 22, 2011.

B.1. Consistent with the NJ State Health Benefits Plan guidelines the premium co-pay shall be inclusive of prescription and dependent health insurance benefit coverage. In addition, the Township agrees to continue the current BC/BS dental plan or equivalent with:

- Annual maximum of \$2,000.00
- Orthodontic benefit of \$2,000.00

B.2. The agreement incorporated herein concerning the payment of premium co-pay by the Employees is predicated on the State Health Benefits Plan. It is understood by the parties that any substantial deviation from the out of pocket fee schedule to which State Statutes and any amendments thereto do not apply shall be the responsibility of the employer. Nothing included in this agreement, however, shall prohibit or prevent the township from changing insurance carriers for medical insurance coverage as long as the coverage is equal to or better than the coverage in place under the NJ State Health Benefits Plan.

B.3. The parties acknowledge and agree that the prescription coverage provided by the township is through the Benecard Plan. The current co-pay amounts are \$3.00 generic and \$10.00 for

name brand prescriptions.

B.4. All 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.

C. Dental Plan. All employees covered under this agreement shall be entitled to choose from either of the following two plans for dental coverage:

- A. Managed Dental Choice (MDC)
- B. Dental Option Plan (Traditional Fee Schedule Plan)

In the event of any change in dental plans, all other dental benefits shall remain the same or equivalent.

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

E. Credit Union. All members covered by this Agreement shall be entitled to membership in a credit union at no cost to the Township.

A. Coverage - Call-In Duty. For the purposes 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:

G. In the event an employee covered under this Agreement shall be killed in the line of duty, all insurance benefits as provided in this Article, shall be continued by the Township of Stafford for the benefit of said employee's spouse and children. The dental and vision insurance benefits required to be continued herein for the benefit of the employee's children, shall continue until the end

of their birth month of age 19 unless provided proof of continuing education in such case dental and vision benefits will be extended until the end of the end of their birth month age of 23. The township will provide dependents health and prescription benefits until the end of their birth year of age 26.

H. The Township agrees to fully insure any and employees past and present, who have successfully attained twenty-five (25) years of credited service or are eligible for disability retirement, from the N.J. State Police and Fireman's Pension System provided state law permits such action. Said insurance shall consist of all coverage outlined in Section A of this Article, including 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 provided state law permits such action-

I. If permitted by the NJ State Health Benefits Plan 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 each month of said coverage in full. The officer shall be required to pay for this coverage for up to 5 years provided state law permits such action. After which time the township would assume the cost pursuant to current practice, provided state law permits such action. The retired officer shall only be required to pay the premium until he/she meets the years of service required by State Statute and any amendments thereto.

ARTICLE XV
Clothing Allowance

A. 1. 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. Clothing allowance will be used for any part of the police uniform, as shown on "Schedule A" of this agreement. Allowance shall also include any off-duty equipment officers are required to wear and/or carry to meet department regulations. 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 costs 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 simply is meant to say that any change in the required uniform and equipment list which results in additional out of pocket expenditures by the officers shall be borne by the township and charged to the police department budget.

2. Pertaining to their first year of employment only, new employees, in lieu of the \$1,300.00 clothing allowance, shall receive a full issue of clothing/equipment. In addition, they shall be paid \$275.00 for clothing maintenance. This payment shall be made on the first payment date (i.e., June 1 or December 1) following their first six months of employment.

B. The clothing allowance shall be paid on June 1 and December 1 in equal installments as follows:

1. Employees (except for new employees as noted in A.2 above) shall receive reimbursement for uniform purchases submitted to the Township. On June 1 and December 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 prior months since the last payment date.

A. All employees shall properly maintain all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.

B. All detectives shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.

C. Employer will replace, at no cost to employee, uniforms, personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by the Chief of Police.

D. Police officers shall be permitted to utilize a Township purchase order for the purpose of purchasing police related equipment including but not limited to suit jackets, trousers, dress shirts, shoes and ties as required by the Police Department dress code.

E. Beginning January 1, 2002 the township shall pay for the cost of dry cleaning of uniforms. The Chief shall provide a list to the Township Administrator showing PBA members who are uniformed and non-uniformed. Said cleaning will include dry cleaning and laundering of non-uniformed personnel as well. This payment shall be made directly to the dry cleaning vendor by the township.

ARTICLE XVI
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 policy shall have a minimum coverage of One Million Dollars (\$1,000,000.00), however, the township agrees to purchase additional coverage up to a maximum of \$5,000,000.00

ARTICLE XVII
Disability

A.1. 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 all sick days prior to

the State Disability Plan taking effect. Further, employees may, at their option, utilize accumulated leave (i.e. vacation, compensatory time or personal leave) to supplement the weekly State Disability Plan benefit.

A.2. So as not to create an 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 Governing Body for a medical leave of absence with pay for a period not to exceed one year. The approval of the Governing Body for a medical leave of absence with pay shall not exceed one year. The approval of the Governing Body shall not be unreasonably withheld if the employee has demonstrated and documented an acute medical condition to the satisfaction of the Governing Body.

A.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 the Alternate Light Duty policy shall apply.

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

C. While in the performance of his/her duties as a 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 will be entitled to all benefits as defined in N.J.S.A. 34:15-1 et seq as amended.

D. In the event a member is not eligible for benefits under N.J.S.A. 34:15-1 et seq as amended, for any reason, the member shall be permitted to request additional leave beyond one year at the discretion of the Governing Body, to be determined on a case by case basis.

E. 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.

F. Sick leave is not accumulated while an employee is off from work due to disability medical leave of absence or other unpaid leave.

G. Return to Work/Temporary Alternate Duty Policy:

1. Purpose: The Township of Stafford recognizes that it is in the best interest of the Township to reduce and/or minimize workers compensation claims costs. To that end, the governing body would like to establish a policy and procedure to facilitate employees' return to work following an on the job injury through the assignment of temporary alternate duty or what is commonly referred to as "light duty".
2. Applicability: It is the stated purpose of the governing body that although this policy shall apply to all full time and part time employees of the Township of Stafford the ultimate approval for the return to work on temporary alternate duty or light duty rests with the Township Administrator. The Township Administrator in consultation with employee's department head shall determine if it is in the best interest of the Township to approve a return to work request.
3. Procedure: All requests for temporary alternate duty/light duty assignments are submitted by fax to the Township Administrator from the Disability Case Manager of the Township's Managed Care Provider. The request shall include a detailed list of the restrictions placed on the employee's activities and the estimated duration of the temporary alternate duty/light duty assignment. The Township of Stafford's alternate duty program is limited to 45 work days; therefore the Township will only consider requests with an estimated duration of

45 work days or less. If it does not appear that the employee will be able to return to work without any restrictions within 45 working days then the Disability Case Manager should not submit a request to the Township at that time. Following written notification from the Case Manager, the Township Administrator will then contact the department head of the employee involved and solicit the department head's opinion with respect to the temporary alternate duty/light duty assignment. • Each request shall be considered on a case by case basis. There shall be no specific positions created for alternate duty/light duty assignments, if, in the opinion of the department head and the Township Administrator there is meaningful work to be assigned to the employee on a short-term basis without disrupting the operation of the department then the request would be approved. The Township Administrator may also consult with other Department Heads if the employee's department does not have meaningful work to be performed. If the request cannot be accommodated then the employee shall be so notified. If the request is approved it shall be the responsibility of the Disability Case Manager to keep the Township Administrator informed of the medical progress of the employee. The Township reserves the right at all times to curtail the temporary alternate duty assignment if in the opinion of the Township Administrator the employee not providing meaningful service to the Township. If at the end of 45 days the employee completes the temporary alternate duty assignment and is not able to return to work without restrictions the Township reserves the right to place the employee back on Workers Compensation leave at that time.

4. General Provisions:

- Employees assigned to temporary alternate duty assignments shall continue to receive the same salary and benefits as they received prior to their injury.
- Any employees assigned to temporary alternate duty are prohibited from engaging in any outside employment of any kind unless they have requested and received written approval from the Township Administrator.
- This policy does not affect the rights and privileges of employees under the provisions of the Family and Medical Leave Act, Fair Labor Standards Act, American with Disabilities Act or other Federal or State Law.
- Employees may not refuse temporary alternate duty assignments that are recommended by the Township's Workers Compensation Physician or Disability Case Manager. Failure to report to work as directed shall constitute immediate grounds for dismissal. Employees may be assigned for temporary alternate duty in any township department where the need exists for assistance. The assignment need not be in the department to which the employee is normally assigned.
- Employees assigned to temporary alternate duty shall be allotted time off to attend medical appointments and/or physical therapy appointments which have been arranged by the Disability Case Manager. Employees must request other leave time for any other reason.
- Temporary alternate duty assignments are available only to employees of the Township who have been injured in the course of their employment with the Township and recommended by the Disability Case Manager.
- Temporary alternate duty assignments are not guaranteed. As

noted above, each request shall be reviewed on a case by case basis, If the employee's medical condition is such that he/she would be limited in their activities beyond what is reasonable then the assignment would not be approved. Further, if an assignment cannot be found which would provide meaningful employment then the request would not be approved. if more than one employee in a department with few employees is out with a Workers Compensation injury it is likely that the Township would not be able to find temporary alternate duty for all affected employees. In larger departments (i.e.: Police, Public Works) it is likely that the township would be able to find temporary alternate duty for all affected employees.

- It shall be the responsibility of the Disability Case Manager to keep the Township Administrator informed of any change in the employee's status immediately.
- If the employee believes that the temporary alternate duty which he/she has been assigned is too strenuous or beyond the physical abilities of the employee, then he/she may request a meeting with the Township-Administrator and Disability Case Manager. The Township Administrator and Disability Case Manager shall render a written response to the employee within 24 hours of the meeting and that response shall be final.
- The Township reserves the right to extend the provisions of this policy on a case by case basis for employees who are injured off the job if the circumstances warrant such consideration.

ARTICLE XVIII
Pay Increase/Salaries

A. The salary scale for Existing officers effective 01/01/2009 shall be as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Starting</u>	<u>\$43,355</u>	<u>\$44,656</u>	<u>\$45,437</u>	<u>\$46,232</u>
<u>2nd Year</u>	<u>\$56,951</u>	<u>\$58,660</u>	<u>\$59,686</u>	<u>\$60,731</u>
<u>3rd year</u>	<u>\$73,370</u>	<u>\$75,571</u>	<u>\$76,893</u>	<u>\$78,239</u>
<u>4th year</u>	<u>\$86,424</u>	<u>\$89,017</u>	<u>\$90,575</u>	<u>\$92,160</u>
<u>5th year</u>	<u>\$95,116</u>	<u>\$97,970</u>	<u>\$100,184</u>	<u>\$102,440</u>

B. The salary scale for officers hired after 05/01/2011 shall be as follows:

	<u>2011</u>	<u>2012</u>
<u>Starting</u>	<u>\$35,000</u>	<u>\$35,000</u>
<u>2nd Year</u>	<u>\$44,240</u>	<u>\$45,000</u>
<u>3rd year</u>	<u>\$53,480</u>	<u>\$54,400</u>
<u>4th year</u>	<u>\$62,720</u>	<u>\$63,800</u>
<u>5th year</u>	<u>\$71,960</u>	<u>\$73,200</u>
<u>6th year</u>	<u>\$81,200</u>	<u>\$82,600</u>
<u>7th year</u>	<u>\$90,440</u>	<u>\$92,000</u>
<u>8th year</u>	<u>\$100,184</u>	<u>\$102,440</u>

B. The employer agrees that the agreed upon salary for the contractual years shall be paid retroactively on January 1 of each year of the agreement following the adoption of the annual salary ordinance.

A. Longevity and Educational Incentive pay shall be added to and be considered part of base salary.

ARTICLE XIX
Out-of-Title Work

If an officer is authorized to serve, and in fact does serve, in a higher rank than his/her own such employee shall receive the pay of the higher rank, effective on the 1st (first) day worked in the higher rank.

ARTICLE XX
Longevity

A. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his years of continuous employment with the Stafford Township Police Department. The longevity percentages for employees hired prior to July 1, 2002 shall be as follows:

YEARS OF SERVICE	INCREMENTS OF BASE PAY
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 13 th year of service	7%
Upon entering the 1st day of the 17 th year of service	9%
Upon entering the 1st day of the 20 th year of service	11%
Upon entering the 1st day of the 23 rd year of service	12%

B. The following longevity schedule shall apply to all employees hired after July 1, 2002:

Beginning the first day of the 5 th year	\$1,250.00
Beginning the first day of the 10 year	\$3,250.00
Beginning the first day of the 15 th year	\$4,250.00
Beginning the first day of the 20 th year	\$6,250.00
Beginning the first day of the 23 rd year	\$8,500.00

ARTICLE XXI

Savings Clause

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidations 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 XXII

Duration

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2009 to and including the 31st day of December, 2012. In the event that a new written contract has not been entered into between the Employer and the PBA on or before the 1st day of January, 2013, 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, 2013.

ARTICLE XXIII

Educational Incentives

A. An 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, Law Degree or related field 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 an 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 (including but not limited to law 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.

(b). An officer who, prior to January 1, 1987, has either taken courses at or been enrolled in a degree program at a private college will not be subject to the tuition cap in 1(a) above, provided the officer pursues additional course work at the college by June 30, 1988, thereafter the officer will only be reimbursed to the maximum as set out above, regardless of the tuition cost.

2. (a). "The Township shall provide annual payments to Employees for degrees in Criminal Justice, Police Science, Law, or Management/Business from an accredited college or university in the following manner:

Associates Degree	\$1,500
Bachelors Degree	\$2,500
Masters Degree	\$3,000
Doctorate Degree	\$3,500

C. If the employee shall leave his/her position with the Stafford Township Police Department 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 thirty (30) days of his/her departure.

ARTICLE XXIV
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 XXV
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 issues involved, the relief sought, the date the incident or violation took place, and the specific 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 given by 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 its occurrence.

C. Procedure.

Step One:

A 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 within 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 the 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 within five (5) calendar days of receipt of the decision in Step Two. (The Mayor and/or Township council have appointed the Township Administrator as their representative to 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 appeals to the Mayor and Council.

Step Four:

(a) Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Committee (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 procedure and selection of an arbitrator shall be in accordance with the PERC rules.

(b) The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expense shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction and authority to add to, amend, or modify the provisions of this 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.

(c) 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.

(d) The Association shall notify the Employer, in writing, of 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.

(e) The parties agree that a grievance form shall be provided which allows for the mere acknowledgment of receipt, by officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The expedited movement of this form to the person or persons able to render a substantive response is the desire of the parties.

ARTICLE XXVI
Patrolmen's Rights

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 or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin, religious beliefs, age, marital status, civil union status, sexual orientation or political affiliation.

B. Nothing contained herein shall be construed to deny or restrict to any patrolman such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to patrolmen hereunder shall be deemed to be in addition to those provided by statute and/or regulation or regulations promulgated by the State.

C. No patrolman shall be removed, suspended or reduced in rank from or in office of employment herein, except in accordance with N.J.S.A. 40A:14-147.

D. The Employer agrees to comply in all respects with the requirements found in the N.J.S.A. 11A:6-10, pertaining to Convention Leave for police officers.

ARTICLE XXVII
Notification of Intent to Retire

Any employee wishing to retire must give written notice to the Township Administrator by November 1 of the preceding year in order for the township to make adequate provisions in the budget. This provision shall not apply to disability retirements. The governing body may also waive this requirement if they deem it to be in the best interest of the township to do so.

ARTICLE XXVIII
Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the contract shall be initiated on or before the first day of July, 2012, and that the parties hereto will schedule as soon thereafter as practically possible a time and a place in order to discuss the terms and conditions of the 2013 Contract.

ARTICLE XXIX
No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provisions of as the duly authorized legal representatives of the Township and the PBA on this –day this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any rights or benefit to which employees are entitled to under law,

ARTICLE XXX
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,