

AGREEMENT

BETWEEN

TOWNSHIP OF STAFFORD

and

TEAMSTERS LOCAL NO. 469 OF NEW JERSEY
REPRESENTING THE SUPERVISORY EMPLOYEES OF THE
WATER & SEWER UTILITY DEPARTMENT

Effective January 1, 2005 through December 31, 2008

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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", and **TEAMSTERS LOCAL NO. 469**, hereafter referred to as the "Union", as bargaining agent for and on behalf of the Supervisory employees of the Water & Sewer Utility Department of Stafford Township, County of Ocean, State of New Jersey, hereafter referred to as "Employees".

WITNESSETH:

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

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. In the negotiation of this Contract Agreement and for the purpose of collective bargaining and all activities and processes relative thereto, the Township hereby recognizes the Union as the sole and exclusive representative of the Supervisory Employees in the Water & Sewer Utility Department.

B. The bargaining unit shall consist of all such regular full-time Employees of the Township of Stafford Water & Sewer Utility Department now employed or hereinafter employed in the titles of Superintendent and Assistant Superintendent.

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

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

E. The Union recognizes that, pursuant to New Jersey Statute, they have no right to strike.

1. In addition to any other restrictions under the law,

the Union will not cause a strike or work stoppage of any kind, nor will any Employee take part in a strike, interference with or stoppage of the Township's work.

2. It is understood in the case of the Employees who are represented herein, the need to stop work for just cause, such as safer health reasons, will not be considered a violation of this Article.

As used in this section, the term "strike" shall be defined as any of the following:

- a. Concerted of failure to report for duty;
- b. Willful actions of Employee(s) from assigned positions;
- c. Stoppage from work;
- d. Absence in whole or in part from full, faithful and proper performance of the Employee(s)' duties of employment.
- e. Slow down;
- f. Walk out; or
- g. Any other illegal job action against the

Township.

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

3. This Agreement shall be binding on any private or semi-private successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise of the Department or part of the Department. The Employer shall make it a written condition of transfer that all terms, provisions and intents shall bind the successor or assigns of this agreement of any semi-private or private entity.

4. The Employer shall notify the Union in writing within a reasonable period of time, or as soon as practical, of any agreement to convey or otherwise transfer or assign to another entity any of the operations covered by this Agreement.

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 the Agreement. Each party to the Agreement shall select their own bargaining team.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer, not to exceed two in number, may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments to attend such collective bargaining meetings.

D. Those Employees known as Shop Steward and the Assistant Shop Steward shall be excused from work for Union activities, with no loss of pay, with proof of attendance at Union scheduled seminars.

ARTICLE III

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employee represented by the Union because of membership in or activities on behalf of the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer or the Union shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation.

B. 1. No material derogatory to Employee's conduct, service, character or personality should be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof.

The Employee shall also have the right to submit a written reply (example - rebuttal, answer, etc.) to such material, and this reply shall be reviewed by the department head and the Township designee at the Employee's request. This reply will be attached to the document to which it is in reply as soon as the document is in the Employee's personnel file. Employees shall be permitted to examine their personnel files during normal working hours.

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 need not be disclosed to the Employee under the requirements of State law.

ARTICLE IV

AGENCY SHOP, DUE DEDUCTIONS AND UNION DUES CHECK-OFF

A. Any permanent Employee in the bargaining unit on the effective date on this Agreement who does not join the Union within 30 days thereafter, and any new permanent Employee who does not join within 30 days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within 10 days of re-entry into the employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to 85% of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, Employees employed on a 10 month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

B. All Employees covered by this Agreement who have

joined the Union as of the signing of this Agreement shall remain members of good standing for the duration of this Agreement.

C. Upon receiving the voluntary written authorization and assignment of an Employee covered by this Agreement (in the form agreed upon by the Township and the Union and consistent with State Statutes), the Township agrees to deduct from the pay of each Employee membership dues in such amounts as shall be fixed pursuant to the by-laws in constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

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

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice of such change within 30 days prior to the effective date of said change. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary - Treasurer, Teamsters Local No. 469, 3400 Highway 34, Suite 7, Hazlet, N.J.07730 by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Chief Financial Officer or designee.

D. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken by the Township in reliance upon wage deductions, authorization cards or the fair share assessment information as furnished by the Union to the Township or upon the official notification of any Union agents or persons acting on their behalf, advising of such deductions.

E. Union Activities: Union officers and/or Stewards will be excused from duty without pay, when required to conduct Union business other than with the township. In addition, Stewards will be excused from duty with pay to attend disciplinary meetings, grievance meetings, negotiation sessions and other joint meetings with the Employer.

ARTICLE V

SENIORITY

A. A job opening shall be posted on an appropriate bulletin board for a period of 5 working days.

B. Seniority is defined as continuous unbroken service with the Employer, except where bridging of service is mutually agreeable to both parties. A coin toss will determine seniority for 2 or more employees hired on the same date. Employees shall be credited with their years of service from the SMUA for purposes of seniority, longevity, PERS, & vacation calculation.

C. The Employer will endeavor to fill permanent/temporary job openings by promoting Employees from the next lower rate of job titles. In all instances, Employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job. Temporary employees may be given credit for the time served at the discretion of the township.

D. If there are 2 or more Employees with the equal skill and ability to perform the work, then, at the discretion of the administration (which may not be arbitrarily or capriciously withheld), the Employee with the greatest seniority shall be given preference. If the Employee once promoted to the higher rated job cannot perform all of the duties and functions required for that job for any reason whatsoever, the Township may promote the next senior Employee it deems qualified.

E. A permanent job opening or vacancy in the bargaining

unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of 5 calendar days. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within 5 calendar days of the posting of such notice, the Township, at its discretion, shall fill such permanent job opening or vacancy within 25 days (30 days total). This time may be extended for an additional 10 day period upon proper notification to the union by the township. The above does not limit the right of the Township to fill, on a temporary basis and at its discretion, any of the above-referenced bargaining job vacancies or openings, regardless of the time limits of the above-referenced notice. Nothing stated herein shall require the Township to fill vacancies.

F. 1. In the event the Township reduces the number of Employees in any particular job title(s), Employee(s) with the least seniority will be laid off first, provided that the Employee(s) not laid off possess the necessary skills and abilities to perform the duties of those position(s) affected by the layoff. Such determination shall be at the discretion of the Township.

2. Employees will be given notice of pending layoffs at least 2 weeks in advance of said layoff (or sooner if possible). Employees will have bumping rights which considers

their seniority in relation to all Township Water & Sewer Utility Operational Employees.

G. Employees continuously laid off for a period of 24 months or more shall not be entitled to recall.

H. Employees shall be recalled to work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. The Township, in its sole discretion, shall determine the requisite qualifications and skills necessary to perform the available work.

I. Any recall of employees by the Township may be on a temporary basis.

ARTICLE VI

SICK LEAVE

A. Sick Leave

1. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease. An Employee shall not be eligible for sick leave under this Agreement if the accident or injury suffered which caused the request for sick leave occurs while the Employee is being employed by a company or organization other than the Township of Stafford.

2. The first calendar year an Employee is employed in a full-time capacity, sick leave shall be earned at the rate of 1 day for each calendar month that the Employee is employed. Thereafter, beginning on the first day of January, each Employee shall be entitled to 15 sick days. Such sick days shall accumulate from year to year, to be used if and when needed by the Employee.

3. Employees shall be allowed to use 3 sick leave days per year for family illness. "Family" shall include all immediate family members residing with the Employee.

4. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly at the Employee's usual reporting time, except in those work situations where notice must be given prior to the Employee's usual reporting time.

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

b. Absence without notice for 5 consecutive days shall constitute a resignation.

5. The Township may require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

6. When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of 2 consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township's physician to be certified as fit for duty before returning to work.

7. After 2 absences due to illness on a Monday or Friday or the day preceding or following a paid holiday or vacation, a written statement from the attending physician will be required for the third such absence in order for the Employee to return to work.

8. In cases where an Employee is using sick leave for a death in the immediate family in excess of the time allowed in the bereavement clause, the Township may require reasonable proof.

9. (a) Upon retirement from NJPERS, the Employee will be entitled to payment for up to 90 days of accumulated sick leave.

(b) Employees shall be permitted to "sell back"

accumulated and unused sick leave on an annual basis subject to the following regulations:

A. Employees must notify the Superintendent of Water and Sewer in writing by November 1st of each and every year of the amount of sick leave they would like to sell back in the ensuing fiscal year in accordance with the following formula:

1. All employees may sell back up to 5 sick kays per year regardless of sick leave usage during the year provided that written notice is given by November 1st of each year. Payment will be made during the first pay of February of the ensuing year.

2. In order for an employee to sell back more than 5 days with a maximum sell back of 10 days, he/she must meet the following criteria:

- If an employee uses less than 2 days of sick leave, he/she may sell back up to an additional 5 days for a total of 10 days.
- If an employee used 2 to 5 days of sick leave, he/she may sell back up to an additional 2 days for a total of 7 days.
- No additional sell back over and above 5 days if an employee uses more than 5 days.

10. Payments which an Employee receives under the provisions of Workers' Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to

full salary payments.

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

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

- (a) feigns illness or injury;
- (b) deceives the Township position in any way as to his/her true condition; or
- (c) violates any provisions concerning the reporting of sickness or injury.

13. The least amount of time chargeable against sick leave is a one-half day.

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

pursuant to the terms of this Agreement.

B. Disability Absence

1. Employees will, for the duration of their employment with the Township, receive the State Temporary Disability Rate and be subject to all the procedural requirements of the State Temporary Disability Law.

2. The disability policy described above applies only if the following conditions are met:

(a) The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.

(b) Disability status is a period of continuous absence after 8 working days.

(c) If hospitalized, the department head must be notified as soon as possible.

(d) If these provisions are not complied with, the employee forfeits his/her right to disability payments.

(e) The Township Administrator may request the Township physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

(f) The Township has the option of joining the New Jersey State Disability Plan, Self Funded Plan or Private Disability Plan. It is further understood that the employee will be

responsible for the copay for the disability insurance as the State of New Jersey requires.

(g) Employees will not accumulate any sick days while on contractual disability leave, regardless of the type of leave the Employee is on.

(h) Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE VII

PERSONAL DAYS

A. All Employees shall be granted six personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. There shall, whenever possible, be a 3 working day minimum notice to Employee's immediate supervisor to use such personal days (except in the event of an emergency). This requirement may be waived by the township or the employee's supervisor. Personal days shall not be accumulated.

B. Employees may be paid for up to 2 unused personal days in any 1 year. The Employee will be reimbursed for up to 2 unused personal days from the previous year at the same time the Employee receives money from the Township for the Employee's "sell-back" of sick days from the previous year.

C. Personal days may only be attached to a vacation or holiday with prior approval of the Township.

ARTICLE VIII

BEREAVEMENT LEAVE, MILITARY LEAVE & JURY DUTY

A. Bereavement Leave

All Employees, after submitting proof either prior to taking bereavement leave or no more than 5 days after returning from said leave, shall receive up to 5 days paid leave in the event of a death of a spouse, child, parent, brother, sister, grandparent, or any other member of the Employee's immediate family including immediate family members of the Employee's spouse. Such leave shall be separate and distinct from any other leave time. No bereavement leave may be taken until the appropriate supervisor is notified of the instance of death of one of the aforementioned relatives.

B. Military Leave

Any Employee covered under this Agreement who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp. Reserve, or other affiliated organization shall be entitled to leave of absence from duty without loss of pay or time for all days during which he or she shall be engaged in annual active field training. Such leave of absence shall be in addition to regular vacation allowed such member or Employee. In the event of wartime, an Employee covered under this Contract, if called to active duty, will retain his/her health insurance coverage, and be paid the

difference between his/her salary with the Township and his/her military pay. This will be for the period of time that he/she is on military duty. When he/she returns to work for the Township, it is expected that he/she will return for work immediately. If not, his/her employment and benefits will be terminated.

C. Jury Duty

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

ARTICLE IX

MANAGEMENT

A. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules, and regulations to:

1. Carry out the statutory mandate and goals assigned to a municipality;

2. To utilize personnel, methods and means in the most appropriate, reasonable and efficient matter possible;

3. Manage Employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality, and to establish reasonable work rules without creating undue hardships to the Employees. Such work rules shall be in written form, and a copy shall be provided to each member of the union, with applicable amendments thereto.

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

1. The executive management and administrative control for the Township government and its properties and facilities and the activities of the employees by utilizing personal, methods, and means of the most appropriate and efficient matter possible, as may be determined from time to time by the township.

2. To make rules and procedures of conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. To make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the efficient operation of its subdivisions.

4. To hire all Employees and determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take other appropriate disciplinary action against an Employee for just cause; or to lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

6. To exercise its discretion with regard to the Employees, as to be consistent with all the foregoing.

7. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the

adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms thereof are in conformance with the constitution and laws in the State of New Jersey and of the United States.

ARTICLE X

HOURS/SCHEDULE

A. The hours of work shall be 7:00 AM to 3:30 PM with a 60 minute lunch on the job, which shall constitute an eight (8) hour working day, Monday through Friday. A fifteen (15) minute break in the morning shall be permitted. Scheduling of lunch and break times shall be at the discretion of the employer so as to not interrupt the work schedule.

B. It is understood that whenever possible all Employees shall complete their work in the time allotted during the normal 8 hour work day. This provision assumes that there is a reasonable expectation that the work assigned can physically be completed within a normal 8 hour work day.

C. The Assistant Superintendent shall be part of the ongoing rotational list for "on call" responsibilities. The Superintendent shall, at the direct of the township, fulfill "on call" responsibilities as needed and as directed. The "on call" shift shall be from Monday to Monday. Employees scheduled for "on call" shifts shall receive:

1. 8 hours pay at time and $\frac{1}{2}$ rate for each Saturday and 4 hours pay at time and $\frac{1}{2}$ rate for Saturday for completing rounds and carrying a pager.
2. 8 hours pay at double time for each Sunday and Holiday and 4 hours pay at double time for Sunday and the Holidays for completing rounds and carrying a pager.
3. 4 hours at time and $\frac{1}{2}$ rate for each weekday for completing

rounds and carrying a pager.

ARTICLE XI

OVERTIME

A. The Employer agrees that overtime consisting of time and one-half time shall be paid to all Employees covered by this Agreement for hours worked in excess of a normal 8 hour work day or 40 hour work week. Double time will be paid after 12 consecutive hours of overtime worked. No Employee shall be paid overtime for work performed which was not completed in the allotted time provided during the normal 8 hour work day. The Township Administrator shall have the sole discretion with respect to any and all determinations regarding work which should have been completed in a normal 8 hour work day.

B. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime has been authorized by the Township Administrator. If employees are held over to work after their normal 8 hour work day, there will be a 2 hour guarantee.

C. If an Employee is required to work on Sunday or a Holiday, he/she shall receive double time for all hours worked on a Sunday or Holiday in addition to Holiday pay.

C.In the event an Employee is called in to duty other than

his/her normal assignment, or during his/her "on call" rotation, he/she shall be paid overtime at a rate of time and one half for all time worked during such period. In no such case shall he/she be paid for less than 4 hours and he/she shall work for those 4 hours, except when called into duty for less than 4 hours prior to normal working shift. In such an event, the Employees shall only be paid for the overtime actually worked on that day. Employees called I during an "on-call" rotation shall be paid for a minimum of two (2) hours if called in prior to 10:00 PM and shall be paid for a minimum of for (4) hours if called in after 10:00 PM. Employees are not permitted to "pyramid" overtime during multiple emergency call outs on the same shift. Employees called out in case of emergency shall be limited to the actual hours worked in excess of the minimum call out times stated above in the case of multiple call outs on the same shift.

D(1) After having worked 12 hours prior to the start of the normal work day (7:00 AM) any and all additional hours are to be paid at the rate of time and one-half until the end of the work day, after which time the rate shall be double-time, AND if an employee is required to work on Sunday or a Holiday, he/she shall receive double time for all hours worked on a Sunday or a Holiday consistent with the provisions contained in the collective bargaining agreement with Teamsters Local 97.

E. Emergency Work

The Township Administrator shall have the sole discretion as to:

1. What constitutes an emergency (unless such is governed appropriate law);
2. The number and qualifications of Employees assigned to work in an emergency situations (unless governed by an appropriate statute).

F. When an Employee has been called out for emergency work OR if the employee is required to "work through" their scheduled lunch or dinner break without corresponding time off at the end of the day, the Township agrees to reimburse the Employee for any meals that fall within that working time period at the rate of \$8.25 for breakfast, \$11.00 for lunch and \$15.00 for dinner. Receipts shall only be required when the employee does not receive corresponding time off at the end of the day.

ARTICLE XII

VACATIONS

A. The Township vacation plan for all Employees shall be 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 vacation 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: 16 vacation days, and 1 additional vacation day per year, up to and including the 14th year for a total of 28 days.

B. The Township vacation plan for employees hired subsequent to January 1, 1996 shall be as follows:

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

2. Beginning with the first day of employment in the 2nd year through the 4th year of employment, 12 vacation days.

3. Between the 5th year of employment through the 11th year of employment, 15 vacation days.

4. Between the 12th year of employment through the 19th year of employment, 20 vacation days.

5. After the 19th year of employment, 25 vacation days.

C. All Employees may accumulate a maximum of 1 year vacation time, to be carried over into a succeeding year. An Employee may not exceed an accumulation of 2 years' vacation time on any given year. Each Employee must use at least 1/2 of the vacation allocation per year.

D. All Employees must submit an annual request for vacation by February 1st of each year. This request will cover the current calendar year. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Township Administrator or his designee in deciding how many Employees may be absent from duty at any one time.

E. Whenever more than 1 Employee within a job classification at a job locations requests vacation, at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the

Employees with the greatest seniority shall be granted their vacations first.

F. Employees may submit additional vacation requests throughout the year, which will be approved as per seniority and availability. Two weeks' notice is required for such request. However, senior employees may not bump a less senior employee who's vacation had already been approved through the annual vacation request process.

G. Vacation days shall be accrued in equal monthly installments according to length of service.

H. Should a member, due to sickness or injury for a period of 1 continuous year, be unable to comply with Section C above, he will be exempt from that section and shall be paid for all accrued vacation over 55 days.

I. Employees are permitted to sell back up to ten (10) days of vacation time each year. Payment for these days will be made on the first pay after December 1st each year provided the employee has submitted a request for payment by August 1st.

ARTICLE XIII

HOLIDAYS

A. All employees are entitled to the following paid holidays:

New Year's Day

Columbus Day

Martin Luther King Day

General Election Day

President's Day

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Fourth of July

Christmas Day

Labor Day

ARTICLE XIV

Hospital and Medical Insurance

A. Medical, Hospitalization, Dental, Vision & Prescription Coverage

Effective July 1, 2005 all Employees shall be subject to the following premium co-pay amount through bi-weekly payroll deduction (all premium co-pay amounts are considered as "pre-tax" deductions from pay):

- \$30.00 per pay period

Consistent with the NJ State Health Benefit 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.

In addition, if the new premium co-pay amounts of \$30.00 per pay period go into effect as of July 1, 2005, 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

B. State of New Jersey State Health Benefit Plan

There shall be no change in the group Hospitalization Medical Plan, or any type of medical plan paid by the Township on behalf of the Employees as shown above, except in the case of a new plan that is equivalent or better.

C. Dental

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

A. Managed Dental Choice (MDC)

B. Dental Option Plan (Traditional Fee Schedule Plan)

D. Vision

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

E. Prescription Plan

Prescription Care coverage shall be provided through State Health Benefit prescription plan (or other equivalent plan) that will entitle Employees to reimbursement for certain prescriptions. 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. It is 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 amounts 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."

F. Life Insurance

1. The Township agrees to pay 50% of the cost of providing Employees with an insurance policy under the Public Employees Retirement System, entitling Employee to a death benefit of 3 times his salary.

2. The Employee's 50% contribution is at his option after 1 year of employment with the Township.

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

H. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article, to all Employees who have successfully completed 25 years of service, or are eligible for disability retirement, under the New Jersey Public Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring Employee, and dependents who are considered eligible for benefits under said medical plan.

I. 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.

ARTICLE XV

CLOTHING ALLOWANCE

A. Each Employee shall receive an allotment of clothing as determined by the Township in lieu of a monetary stipend. Allotment will include: 11 (eleven) pair of dark blue pants, light blue shirts, shorts and T-shirts for warmer weather.

B. The shoe allowance shall be \$500.00 per employee per year. This amount shall be paid either directly to a Township-approved vendor or to the employee to reimburse him/her for the costs advanced as evidenced by a paid receipt and as approved by the Township Administrator. Effective January 1, 2005 the shoe allowance of \$500.00 shall be expanded to cover all costs for shoes/boots, socks and inclement weather gear including gloves and hats.

ARTICLE XVI

LEAVE OF ABSENCE

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

ARTICLE XVII

SALARIES

A. Base salaries as of January 1, 2005 shall be:

Superintendent	\$87,275.00
Assistant Superintendent	\$62,045.27

B. The cost of living increases beginning January 1, 2006 shall be as follows:

1/01/06	3.5%
1/01/07	3.5%
1/01/08	3.5%

C. The actual base salaries shall be as follows:

	<u>1/01/06</u>	<u>1/01/07</u>	<u>1/01/08</u>
Superintendent	\$90,329.63	\$93,491.17	\$96,763.36
Asst. Supert.	\$64,216.86	\$66,464.45	\$68,790.70

D. For the duration of this contract, employees will be paid no less frequently than on a bi-weekly basis.

E. Any employee who receives or currently has a Commercial Driver's License (CDL) shall receive a yearly stipend of \$100.00 to compensate for the Township's ability to benefit from that training.

ARTICLE XVIII

LONGEVITY

A. Each Employee covered by the Agreement shall be paid, in addition to and together with his annual base salary as listed in this Article, additional compensation based upon the length of service with the Township (and the SMUA), as fixed and determined according to the following schedule:

Commencing 1st day of 5th year	-	2% of employees base salary
Commencing 1st day of 9th year	-	4% of Employee's base salary
Commencing 1st day of 13th year	-	6% of Employee's base salary
Commencing 1st day of 17th year	-	8% of Employee's base salary
Commencing 1st day of 21st year	-	10% of Employee's base salary
Commencing 1 st day of 24 th year	-	12% of Employee's base salary

B. Longevity pay shall be applied on the basis of the Employee's anniversary date of employment and shall commence at the adjusted rate in the pay period immediately following said anniversary date. Longevity shall be paid together with an in addition to the Employee's base salary.

C. For all employees hired by the township on or after 7/01/02, the following new longevity schedule shall apply:

Commencing 1 st day of 5 th year	\$1,000.00
Commencing 1 st day of 9 th year	\$2,000.00
Commencing 1 st day of 13 th year	\$3,000.00
Commencing 1 st day of 17 th year	\$4,250.00
Commencing 1 st day of 21 st year	\$5,250.00

ARTICLE XIX

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 XX

DURATION

This Agreement shall be in effect as of January 1, 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 Union on or before the first 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 XXI

PROBATION PERIOD

All new township Employees shall be considered to be on probation for a period of 90 days and may be discharged without cause during the 90 day probationary period.

ARTICLE XXII
EDUCATION & TRAINING

Subject to budgetary constraints, Employees are eligible for reimbursement from the township for approved training classes including transportation costs provided that the Employees attain a passing grade. The township will provide tuition payment/reimbursement, transportation and approved work time off to enable the Superintendent and Assistant Superintendent to maintain the requisite training contract hours required by the State NJDEP.

ARTICLE XXIII

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 Union 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. Requirement

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 Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence

of the Union representative in which case the Union may not be present at any stage of this procedure.

However, in the event the Union is not present after final determination at Step 3, if such final determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

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

C. Procedure

Step One: Any grievance which arises after the effective date of this Agreement shall first be discussed with the Superintendent. The Superintendent or his representative will meet with the Employee, his representatives and representatives of the Employer as the Superintendent may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Superintendent or his representative and returned to the Employee and Union representative within 10 calendar days from its appeal to the Superintendent. If the Superintendent is the grievant the grievance procedure shall begin at Step 2.

Step Two: If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Township Administrator within 5 calendar days of receipt of

the decision in Step Two. The Township Administrator will meet with the Employee and/or his Union representative and the Superintendent 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 Union representative within 30 calendar days from its appeal.

Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within 10 calendar days of the date of Employer decision in Step Two. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of arbitration, the aggrieved party shall file with the New Jersey State Public Employment Relations Commission for a panel of arbitrators in accordance with PERC rules. This appeal shall be within 14 days of the determination in Step Two.

The cost of the arbitrator and the expenses of the hearing, including a court reporter 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 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 in writing and is final and binding for the parties to the 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 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.

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

ARTICLE XXIV

RESIGNATION

A. Any Employee who wishes to resign in good standing should give the Township at least 2 weeks prior written notice. The 2 weeks notice shall not include earned annual vacation time where applicable.

B. No resignation shall become effective until it is accepted by the Township Administrator.

C. Any Employee who does not submit his or her resignation in compliance with the provision of this subsection, or whose resignation is not approved, or who is absent from work for a period of 5 working days without notifying the Department Head or the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.

D. Any Employee who resigns in good standing shall be paid a pro rata share of those vacation days earned for that year.

D. Any Employee who dies while in the employment of the Township shall have his survivors compensated for all unused vacation time for the year of employment.

ARTICLE XXV

ON THE JOB INJURY

A. All accidents shall be reported immediately to the Employee's supervisor.

B. An Employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed 8 hours straight time.

C. The township has adopted an alternate duty/return to work policy which is designed to facilitate an Employee's return to work as soon as possible.

ARTICLE XXVI

DISCIPLINE

A. The Township shall not discipline any Employee without just cause.

B. All disciplinary action taken by the Township will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the supervisor or his designee;

2. A written memorandum of censure by the supervisor or his designee with copies to the Township Administrator;

3. A confidential letter of admonition from the Township Administrator or the Mayor and Township Council with copies to the Employee's supervisor and to the Employee's personnel file;

4. Suspension from duty without pay not to exceed 5 working days by action of the supervisor;

5. Suspension from duty without pay taken by action of the Township Administrator;

6. Demotion by action of the Township Administrator. Demotion shall include but not be limited to a change in job title and/or a loss of pay;

7. Dismissal from the Township's employ by action of the Township Administrator;

8. Copies of all notices under the section shall be forwarded to Teamster's Delegate.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this article so long as the action taken is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an Employee's disciplinary history shall be placed in the Employee's personal history file and may be viewed in accordance with the terms of this Agreement.

E. Newly hired probationary Employees may be separated from their employment by action of the Township Administrator or its designee at any time without recourse from said Employee.

ARTICLE XXVII

BULLETIN BOARDS

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Administrator.

No material offensive in nature ("offensive" to mean anything contrary to existing social morals and values) shall be posted on said bulletin boards. Violation of this provision shall result in the loss of said boards to the Union.

ARTICLE XXVIII

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 practicably possible a time and a place in order to discuss the terms and conditions of the 2009 Contract.

ARTICLE XXIX

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 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.

IN WITNESS WHEREOF, the parties hereto set their hands and seals in Stafford Township, Manahawkin, New Jersey on this _____ day of _____, 2005.

TEAMSTERS LOCAL 469 OF N.J.

TOWNSHIP OF STAFFORD

Michael Broderick

CARL W. BLOCK, Mayor

ATTEST:

ATTEST:

Teamsters Local 469

Paul J. Shives, Administrator

ATTEST:

Bernadette M. Park
Municipal Clerk

Dated this _____ day of _____, 2004.

lm:44824