

AGREEMENT

BETWEEN

TOWNSHIP OF STAFFORD

AND

TEAMSTERS LOCAL 469

---

January 1, 2009 through December 31, 2012

V7

## Table of Contents:

<b>AGREEMENT.....</b>	<b>Page 4</b>
<b>ARTICLE I RECOGNITION.....</b>	<b>Page 5</b>
<b>ARTICLE II DUES CHECK-OFF AND REPRESENTATION FEE.....</b>	<b>Page 6</b>
<b>ARTICLE III MANAGEMENT RIGHTS.....</b>	<b>Page 7</b>
<b>ARTICLE IV SUCCESSOR CLAUSE.....</b>	<b>Page 9</b>
<b>ARTICLE V UNION RIGHTS.....</b>	<b>Page 10</b>
<b>ARTICLE VI STEWARD.....</b>	<b>Page 11</b>
<b>ARTICLE VII PROBATIONARY PERIOD .....</b>	<b>Page 12</b>
<b>ARTICLE VIII DISCRIMINATION AND EQUAL TREATMENT.....</b>	<b>Page 13</b>
<b>ARTICLE IX CONTINUITY OF OPERATIONS.....</b>	<b>Page 14</b>
<b>ARTICLE X LAYOFF AND RECALL.....</b>	<b>Page 15</b>
<b>ARTICLE XI HOURS OF EMPLOYMENT AND OVERTIME.....</b>	<b>Page 16</b>
<b>ARTICLE XII DISCIPLINE.....</b>	<b>Page 17</b>
<b>ARTICLE XIII WORKERS COMPENSATION.....</b>	<b>Page 18</b>
<b>ARTICLE XIV LICENSES, DUE &amp; COURSES.....</b>	<b>Page 20</b>
<b>ARTICLE XV LEAVES OF ABSENCE.....</b>	<b>Page 21</b>
<b>ARTICLE XVI JURY DUTY.....</b>	<b>Page 22</b>
<b>ARTICLE XVII BEREAVEMENT.....</b>	<b>Page 23</b>
<b>ARTICLE XVIII SICK LEAVE.....</b>	<b>Page 24</b>
<b>ARTICLE XIX CLOTHING ALLOWANCE.....</b>	<b>Page 26</b>
<b>ARTICLE XX TOWNSHIP VEHICLES/MILEAGE REIMBURSEMENT.....</b>	<b>Page 27</b>
<b>ARTICLE XXI MEDICAL BENEFITS.....</b>	<b>Page 28</b>
<b>ARTICLE XXII ADDITIONAL BENEFICIARIES BENEFITS.....</b>	<b>Page 29</b>
<b>ARTICLE XXIII HOLIDAYS.....</b>	<b>Page 30</b>
<b>ARTICLE XXIV PERSONAL DAYS.....</b>	<b>Page 31</b>
<b>ARTICLE XXV EDUCATIONAL INCENTIVES.....</b>	<b>Page 32</b>
<b>ARTICLE XXVI VACATIONS.....</b>	<b>Page 34</b>
<b>ARTICLE XXVII RATES OF PAY .....</b>	<b>Page 35</b>
<b>ARTICLE XXVIII LONGEVITY.....</b>	<b>Page 36</b>
<b>ARTICLE XXIX PERSONNEL FILES.....</b>	<b>Page 37</b>

<b>ARTICLE XXX</b>	<b>RESIGNATION AND TERMINATION.....</b>	<b>Page 38</b>
<b>ARTICLE XXXI</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>Page 39</b>
<b>ARTICLE XXXII</b>	<b>GENERAL PROVISIONS.....</b>	<b>Page 40</b>
<b>ARTICLE XXXIII</b>	<b>SEPARABILITY AND SAVINGS.....</b>	<b>Page 41</b>
<b>ARTICLE XXXIV</b>	<b>COMPLETE AGREEMENT.....</b>	<b>Page 42</b>
<b>ARTICLE XXXV</b>	<b>DURATION.....</b>	<b>Page 43</b>
<b>APPENDIX A</b>	<b>POSITIONS AND BASE SALARIES.....</b>	<b>Page 44</b>

## AGREEMENT

Agreement entered into this 1st day of January, 2009 by and between the Township of Stafford , County of Ocean, State of New Jersey, hereinafter referred to as the “Employer “ and the Union of Teamsters Local 469 hereinafter referred to as “Employees”.

WHEREAS, it is the intent and purpose of the parties to promote fair and equal, harmonious, and economic relations between the employer and its employees and to establish a basic understanding relative to pay, hours of work, and other conditions of employment consistent with the law and established practices.

NOW THEREFORE, the parties hereto, in accordance with the following covenants, conditions, and agreements agree as follows:

**ARTICLE I**  
**RECOGNITION**

A. The Employer recognizes the Union as the exclusive bargaining agent for all full-time “Management and Support” employees included in this agreement, and or such additional titles as the parties may later agree to include. This recognition shall continue in full force so long as the Union continues to represent the employees covered.

B. The word “employee” as used in this Agreement shall mean all permanent full-time Management and Support Personnel employed by the Township and provisional and appointed employees after one hundred eighty (180) days of employment.

1. Included: All managers and support personnel listed by position in Appendix A.
2. Excluded: All other Township of Stafford positions that are not included in Appendix A.

## ARTICLE II

### DUES CHECK-OFF AND REPRESENTATION FEE

- A. Dues Deduction: The Employer agrees to deduct the monthly membership dues from the pay of the member employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the deductions of all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth day of the succeeding month after such deductions are made. Changes in dues shall be sent to the Township Administrator no less than thirty days before they are to take effect.
- B. Representation Fee: Any employee covered by this unit, on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment or end of probationary period, and ten (10) days of reentry into 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 the amount of 85% of the regular Union membership dues, fees and assessments as certified to the Township by the Union.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

A. Management Rights

The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Employer.
3. Disciplinary action included but not limited to suspension, demotion, discharge, or takes other appropriate disciplinary action against any employee for good and just cause.
4. To hire, promote, transfer, assign, schedule, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.
8. To determine the number, location and operation of divisions, departments, work selections, and all other work units of the Employer, the assignment of work, the qualifications required the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Employer.
10. To make or change Employer rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the employer, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall be limited only to the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and rules and regulations.



**ARTICLE IV**  
**SUCCESSOR CLAUSE**

**A.** This agreement shall be binding for any and all governmental successors. The Employer shall make it a written condition of transition that all terms, provision, and intents shall bind the successor or assigns of this Agreement.

**B.** The Employer shall notify the Union in writing within 30 days of transition of any changes in operations covered by this Agreement.

**ARTICLE V**  
**UNION RIGHTS**

- A. **Access to Premises**: Union officials and duly authorized representatives (Shop Steward) on Union business, whose names have been sent to and acknowledged by the Employer, shall be admitted to the premises by the Employer. Union Representatives shall have the chance to consult with employees in this unit before the work shift starts, during lunch or break, or after work shifts. The Employer will designate appropriate facilities for such meetings. One week advance notice will be submitted to the Employer of such requests.
- B. **Union Leave**: Subject to the approval of the Employer, The Employer agrees to provide during the duration of this agreement leaves of absence without pay, a total of three days per year for Union officers and shop stewards for the purpose of Union business. Application for such leave will be made fourteen (14) days in advance of such leave.
- C. **Negotiation**: Once the Union is certified the Employer agrees to recognize the Union and commence bargaining. If negotiation sessions are scheduled during the normal working hours, delegates will be excused without loss of pay or time. A maximum of one steward and one alternate steward will attend negotiation sessions without loss of pay, plus counsel.

**ARTICLE VI**  
**STEWARD**

- A. The Township recognizes the right of the Union to designate one (1) Steward and one (1) alternate for the enforcement of this Agreement. The Union shall furnish in writing to the Township with the name of the Stewards/alternate and notify the township of any change(s) when the change occurs.
- B. The authority of the Steward/alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of this Agreement, as long as it does not interfere with the employee's normal working duties;
  2. The transmission of such messages and information which shall originate with and authorized by the Union, so long as it does not interfere with the employee's normal working duties;
  3. The steward and alternate will be present for the purpose of contract negotiations.

**ARTICLE VII**  
**PROBATIONARY PERIOD**

A. The first one hundred and eighty days (180) of employment with the Township for all employees placed in a supervisory role covered by this collective agreement shall be considered a probationary period. An additional one hundred eighty days (180) can be invoked by the Township if for any reason they deem it necessary. Notification to the Shop Steward and the Union shall be made prior to the start of the additional one hundred eighty days (180). Term appointees will not be probationary. During the aforementioned period, the Township may discharge or demote such employees for just cause.

If promoted from within the unit the employee serving the newly established probationary period shall have a right to return to his/her original title within the probationary period established above. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

B. During a probationary period, the new employee will receive Health benefits, sick leave, vacation days and personal days, accrued per contract schedule.

C. If an employee governed by this bargaining unit attains a new position in the unit by promotion or entry into this unit by promotion, the employee shall serve a three (3) month probationary period upon which the employee shall be reviewed and evaluated by the Township officials and may be reduced to previous employment pursuant to law.

**ARTICLE VIII**  
**DISCRIMINATION AND EQUAL TREATMENT**

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.

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 IX**  
**CONTINUITY OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operations of the Employer's business is of paramount importance to the citizens of Stafford Township, and there should be no interference with said operation.

B. The Union agree not to engage in, encourage, sanction of suggest strikes, slow-downs, job actions, lock-outs, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal employer's business. The Employer agrees not to lock out employees.

C. If either party violates this section, such parties or persons shall be responsible for damages resulting as a matter of consequence of such action and damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

**ARTICLE X**  
**LAYOFF AND RECALL**

Unions Language:

In the event the Employer reduces the work force or abolishes a position, the following procedure shall apply:

1. Employees shall be laid off in reverse seniority order within the classification they currently hold.
2. Notice of such layoffs shall be given Forty Five (45) days prior to the implementation of said layoffs.
3. Any laid off employee shall be given preference for re-hire for two (2) years.
4. The Employer shall rehire laid off employees in the order of greatest seniority.
5. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-call provided the employee is qualified and capable of performing the work and is ready, willing and able to be re-called.
  - a. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee. Employees shall notify the employer within five (5) days after receiving such notice of their intention to return to work.

**ARTICLE XI**  
**HOURS OF EMPLOYMENT AND OVERTIME**

A. All salaried employees shall work at least thirty-five (35) hours per week. The workweek shall be established as Monday thru Friday exclusively. A 1 hour lunch break and two (15) minute breaks shall be permitted daily. There will be no split shifting and any change to the hours of work shall be accomplished by a ninety day advance notice to those affected.

B. Any work required outside of these hours will be paid at a rate of one and half times (1 ½) the regular straight time. If any employee is required to work on a Sunday or holiday the rate will be double time. Any non-Emergent Overtime accrued shall be approved by the Administrator prior to working and paid at the employee's current rate of pay. Any unused Compensatory time can either be carried over to the first quarter of the following calendar year or may be sold back by December 1<sup>st</sup> of the current calendar year. Notification to the Administrator in writing must be made by November 1<sup>st</sup> of each year for a end of the year pay out of Comp Time and by December 1<sup>st</sup> of the prior year to carry over any Comp Time not used. All Comp Time not expelled by the end of the year must be used by the end of the first quarter of the new year.



## **ARTICLE XII**

### **DISCIPLINE**

A. Discipline of an employee shall be only for just cause. Discipline under this article means official reprimand, suspension, demotion or removal. Demotion or removal shall be set forth in accordance with N.J.A.C. 4A:2-2.3.

#### **4A:2-2.3 GENERAL CAUSES**

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and

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

**ARTICLE XIII**  
**WORKERS' COMPENSATION**

A. The purpose of workers compensation is to provide managed medical care/treatment and financial assistance to employees who have been injured on the job. Based on the fact that workers compensation claims involve a variety of circumstances, the final determination on the viability of a claim and hence the payment of workers compensation benefits rests with the Township's insurance carrier. All claims for benefits must be filed within the work day that the injury occurred.

Based on the fact that the payment of benefits under workers compensation are designed to assist an employee in recovering from injuries sustained on the job, if any employee has been approved for and is receiving Workers Compensation benefits, the employee is precluded from engaging in any outside employment and from taking vacation leave unless the Township Administrator approves a request in writing. Further, employees must adhere to the schedule and treatment plan for medical care as specified and directed by the Township's managed care consultant. Employees are specifically advised that the Township's workers compensation claim's manager may authorize and direct surveillance of the employee in order to verify the legitimacy of the employee's claim. If through surveillance the claim's manager determines that the employee is engaging in activities which are inconsistent with the employee's purported injuries, the township will be advised and employees will be subject to immediate disciplinary action up to and including termination of employment for filing a fraudulent claim. This includes attending ALL scheduled appointments for medical care, testing, treatment and therapy as directed by the managed care consultant. Failure to adhere to this policy may result in termination of employment.

Employees who are entitled to receive 100% of salary while on workers compensation shall receive a separate check from the Township for the balance owed to the employee after the workers compensation benefit has been paid.

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 cost. 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 the 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 workdays; therefore, the Township will only consider requests with an estimated duration of 45 workdays 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 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 is not providing meaningful service to the Township. If at the end of 45 work 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, Americans 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 the request would not be approved. Lastly, if more than one employee in a given department is out with a workers compensation injury it is likely that the Township would not be able to find temporary alternate duty assignments for all effected 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 to which he/she has been assigned is too strenuous or beyond the physical abilities of the employee, the he/she may request a meeting with the Township Administrator and Disability Case Manager. The Township Administrator 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 XIV**  
**LICENSES, DUES & COURSES**

A. Any employee whose employment requires the holding of any license or certification, Federal and/or State, may be disciplined, in accordance with Article XIV, for the following:

1. Loss of said license;
2. Failure to promptly advise the Township Administrator of said loss of license.

B. Any loss of license, if disciplined with suspension or greater, will result in loss of pay for the period of discipline.

C. Fees: The Township of Stafford will pay for membership in the County, State, National and/or International professional Fees for employees who are certified members. The Township will also pay the recertification fee for employees who have passed the appropriate State exam as well as any and all classes or other courses required to maintain said certification.

D. Notary Fees

The township agrees to reimburse employees for notary fees and related expenses if the employee is required to act as a notary as part of their job duties.

The Township shall pay for all Certification or Licenses held by employees that are related to the day to day operational needs of the Township as well as any fees associated with joining organizations relative to the work performed for the Township.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

- A. Military Leave: The Township agrees to provide all employees with military leave in accordance with Federal and State statutes
- B. Unpaid Leaves: Leaves of absence without pay for a period of up to six (6) months will be granted for any reasonable purpose, and such leave may be extended or renewed for an additional six months. Maternity leave shall conform to Federal and State statutes.
- C. This article will not be granted for the purpose of other employment with the exception of entering the military.

**ARTICLE XVI**

**JURY DUTY**

- A. An employee called for jury duty will be excused from work for the period actually in attendance in court and she/he will be paid the difference between jury duty fees received and his/her regular daily compensation. If jury duty ends before noon, the employee will be required to report to work for the remainder of the day.

**ARTICLE XVII**  
**BEREAVEMENT**

A. Employees shall receive five (5) working days off with pay (commencing 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 and spouse's grandparents. The Township Administrator may extend this leave for the death of a spouse, child or parent.

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

C. When the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section, exceptions to the above may be granted upon verification of such special circumstances to the Township Administrator.

## ARTICLE XVIII

### SICK LEAVE

- A. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.
- B. Employees shall earn sick leave at the rate of 1.25 days per month for each month worked up to a maximum of 15 days each year. Sick leave may accumulate from year to year to be used if and when needed by the Employee.
- C. If an Employee is absent for reasons that entitle him/her to utilize sick leave, the Employee is responsible for notifying his/her supervisor promptly by the Employee's usual reporting time. Failure to notify the supervisor may be cause for denial of the use of sick leave and may constitute cause for disciplinary actions.
- D. Absence without notification if able for 3 consecutive working days shall constitute a resignation.
- E. The Township may require proof of illness form an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action. In additions, 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 required 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's physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Employee to the Township's physician to investigate the report.
- F. When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township's physician for returning to work. Any absence in excess of 3 consecutive working days may require a written statement from the employee's physician certifying to the employee's absence form work due to illness.
- G. Employee who are unable to report to work because of illness or injury and who have notified their supervisor in accordance with the Article shall be responsible for notifying their Supervisor as to their place of confinement
- H. Employees retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees with 15 years of uninterrupted work experience with the Township of Stafford and employees shall be eligible for reimbursement for accumulated an unused sick leave to a "cap" payment of \$15,000. Employees with 30 years or more of uninterrupted work



experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a “cap” payment of \$30,000.

I. Temporary Disability

1. Temporary Disability is defined as time off from work due to illness or injury which are not caused by or related to the individual’s employment or any injuries sustained by employees while working for the Township of Stafford. All employees shall be subject to the provisions of the NJ State Disability plan. Employees shall be subject to the co-pay requirements of the State Disability Plan through payroll deductions. Disability will commence when the employee has exhausted all accumulated sick time.

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

**ARTICLE XIX**  
**CLOTHING ALLOWANCE**

- A. The Township agrees to provide uniforms at no cost to the employee for any uniforms required by the department (ie: Assessment Dept., Zoning Dept., Animal Control, Inspections Dept.) with the approved Township logo.

The Recreation Department shall receive the following uniforms for each year of the collective agreement:

T-shirts and vests as provided in the past.

The Inspections department shall receive the following by June 1<sup>st</sup> of each year:

Five winter and five summer Shirts and Five pair of pants, all to be replaced on a fair wear and tear basis.

**ARTICLE XX**

**TOWNSHIP VEHICLES/MILEAGE REIMBURSEMENT**

A. All employees under this agreement shall adhere to the policies and procedures set forth in Resolution 2002-93 adopting a “Policy Pertaining to Utilization of Township Vehicles”. Additionally, employees under this agreement who are required to be on call 24 X 7 to respond to emergency situations at the request of the Police Department, shall have vehicles equipped and supplied with apparatus for Emergency management Operations.

B. Employees who use their personal vehicle for township-related business shall be reimbursed by the township for mileage at the published IRS standard mileage rate for that year (cents per mile), along with tolls when a voucher is submitted with receipts for same.

**ARTICLE XXI**  
**MEDICAL BENEFITS**

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

1. There shall be no change in the group NJ State Health Benefit Plan, NJ Direct 10 or its equivalent, 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. Employees hired after 1/1/09 will only be eligible for NJ State Health Benefit Plan, NJ Direct 15 or its equivalent.

2. All employees shall be subject to the following premium co-pay amount through bi-weekly deductions:  
●\$30.00 per pay period for all full time employees with benefit coverage.

Consistent with the NJ State Health Benefits Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance benefit coverage.

- Annual maximum for dental benefit is \$2,000
- Annual maximum for orthodontic benefit is \$2,000

3. The parties acknowledge and agree that the prescription coverage provided by the township is through Benecard or its equivalent. The current co-pay amounts are \$3.00 generic and \$10.00 for name brand prescriptions. Employees hired after 1/1/09 will be subject to co-pay amounts of \$5.00 generic and \$20.00 for name brand prescriptions.

4. 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.

**B. Dental**

The terms and conditions of the dental insurance are those as set forth in the Township policy or its equivalent. The township agrees to continue to offer an enhanced fee schedule dental plan known as Horizon Dental Option 2. In addition to the enhanced fee schedule plan, the township will continue to offer managed care plan known as Horizon Managed Dental Choice (MDC).

**C. Vision**

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

**D. Prescription Plan**

The Township agrees to continue to offer the Benecard Prescription Plan or an equivalent plan consistent with the co-pay amounts shown in section A. 3.

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

F. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A & D of this Article, to all Employees who have successfully completed 25 years of service in the NJ Pension System, 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. For the life of this contract, all premium co-pays applicable only to active employees.

**ARTICLE XXII**

**ADDITIONAL BENEFICIARIES BENEFITS**

A. 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 day benefits up to the maximum amounts provided in this agreement.

**ARTICLE XXIII**

**HOLIDAYS**

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

**NEW YEAR'S DAY  
MARTIN LUTHER KING DAY  
PRESIDENT'S DAY  
GOOD FRIDAY  
MEMORIAL DAY  
FOURTH OF JULY  
LABOR DAY  
COLUMBUS DAY  
GENERAL ELECTION DAY (NOVEMBER)  
VETERAN'S DAY  
THANKSGIVING DAY  
THANKSGIVING FRIDAY  
CHRISTMAS DAY**

**Any Holiday falling on a Saturday or Sunday will be celebrated on either the preceding Friday or the following Monday.**

**ARTICLE XXIV**  
**PERSONAL DAYS**

- A. All employees covered under this resolution shall be entitled to six (6) personal days which shall be used for personal business. Personal days shall not be accumulated from year to year and shall not be earned while on sick leave or disability leave, and shall be prorated to time worked in the current calendar year, Employees shall be permitted to redeem up to two (2) unused personal days to be rolled over into the employees sick bank per year upon notification.

**ARTICLE XXV**  
**EDUCATIONAL INCENTIVES**

A. Subject to the availability of funds in each departmental budget, a fulltime employee may take up to three (3) courses in an institution of higher learning in any semester which of course is directly related to a major that pertains to the position with the Township that the employee works or aspires to in the municipal government field, as determined and approved, in advance, by the Township Administrator. All requests must be made in writing to the Administrator in December of the year prior to the courses being taken. Methods of payments shall be as follows:

1. The employee may request from the township and receive payments to prepay said courses he/she wishes to enroll in upon completion of said enrolled course, said employee within two weeks, must present to the Township Administrator proof of passing grade, or said employee must reimburse the township within six (6) months all monies received from the Township for that particular prepaid course for failing to produce the required proof.
2. If the employee receives a passing grade, she/he will submit to the Township Administrator proof of said passing grade, at which time he/she will authorize the Chief Financial Officer to reimburse said employee for said course.
3. If the employee shall leave his/her position with Stafford Township within two (2) years of receipt of payment of said Tuition monies from the Township, said employee shall be obligated to repay said tuition payments to the Township in full within thirty (30) days of his/her departure.
4. Prior to issuing any payment or reimbursement, all employees shall execute a legal agreement with the township agreeing to reimburse the township if they fail to meet any of the conditions stated herein.

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

1. Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the completion of a Bachelor's Degree, which courses are approved by the Middle Sate Union of Colleges and Schools.



2. The Township shall provide annual payment for degrees that are pertaining to an employee's position, deemed to be job related, and are from an accredited college or university in the following manner:

Associated Degree	\$1,500.00
Bachelor's Degree	\$2,500.00
Master's Degree	\$3,000.00
Doctorate	\$3,500.00

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

**ARTICLE XXVI**

**VACATIONS**

- A. All full-time employees shall be granted vacation as follows:
1. During the first year of employment: One (1) vacation day for the 3<sup>rd</sup> through 12<sup>th</sup> month of employment, for a total of ten (10) vacation days
  2. During the second year of employment: One (1) vacation day for the 13<sup>th</sup> through 21<sup>st</sup> month of employment, and two (2) vacation days for the 22<sup>nd</sup>, 23<sup>rd</sup>, and 24<sup>th</sup> 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 12<sup>th</sup> year for a total of 26 days.
- B. All full-time employees shall have one of the following options concerning their vacation time during each calendar year:
1. Each member may utilize all or part of their vacation granted to them during the calendar year, including any accumulated time from previous years.
  2. On December 1<sup>st</sup> of each year, each employee would be able to sell up to 26 days vacation at their present rate of pay.
- C. Vacation days shall be accrued in equal monthly installments according to the length of service.

**ARTICLE XXVII**  
**RATES OF PAY**

A. All rates of pay shall be established and attached in Appendix A of the collective agreement.

**ARTICLE XXVIII**

**LONGEVITY**

A. Every employee shall be paid in addition to and together with the salaries set forth in the Salary Ordinance of the Township, additional compensation based upon length of service within the Township of Stafford, as fixed and determined according to the following schedule:

**1. For employees hired prior to January 1, 2002:**

Commencing first day of 5 <sup>th</sup> year	2% of employee base salary
Commencing first day of 9 <sup>th</sup> year	5% of employee base salary
Commencing first day of 13 <sup>th</sup> year	7% of employee base salary
Commencing first day of 17 <sup>th</sup> year	9% of employee base salary
Commencing first day of 20 <sup>th</sup> year	10% of employee base salary
Commencing first day of 24 <sup>th</sup> year	12% of employee base salary

**2. For employees hired after January 1, 2002:**

Commencing first day of 5 <sup>th</sup> year	\$ 500.00
Commencing first day of 9 <sup>th</sup> year	\$1,250.00
Commencing first day of 15 <sup>th</sup> year	\$2,000.00
Commencing first day of 20 <sup>th</sup> year	\$3,000.00
Commencing first day of 24 <sup>th</sup> year	\$4,000.00

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

C. Department Heads and Deputy/Assistant Department Heads shall be entitled to additional longevity pay in accordance with the following schedule:

- Employees with 10 years of service with Stafford Township and 10 years in classification as a department head or deputy department head shall receive an additional \$1,000.
- Employees with 15 years of service and 15 years in classification as a department head or deputy department head shall receive an additional \$1,500.
- Employees with 20 years of service and 20 years in classification as a department head or deputy department head shall receive an additional \$2,000.
- Employees with 25 years of service and 25 years in classification as a department head or deputy department head shall receive an additional \$2,500.
- Employees with 30 years of service and 30 years in classification as a department head or deputy department head shall receive an additional \$3,000.

**ARTICLE XXIX**  
**PERSONNEL FILES**

A. Upon request and with no less than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Township has the right to have such review and examination in the presence of a designated Township official. The Township recognizes and agrees to permit this review and examination at any reasonable time subject to the above. Furthermore, said review shall be limited as follows:

1. The review shall take place between the hours of 9 a.m. and 3 p.m. on Monday through Friday.
2. The employee's review of his file shall be limited to no more than one and one half (1 1/2) hours.

B. Irrespective of Section A above, the Township shall keep a separate copy of each employee's medical records which cannot be removed nor reviewed by anyone other than the employee, judicial or quasi-judicial officials or designated Township officials.

**ARTICLE XXX**  
**RESIGNATION AND TERMINATION**

- A. The Township shall notify each covered employee, in writing 90 days prior to the termination of their employment or reappointment, as applicable, as to the status of such employment. In the event the covered individual's employment is to be terminated, they are entitled to their current salary for sixty (60) days, continuation of all health benefits and any and all other terms and conditions of this contract.
- B. Upon the resignation or termination of employment, the employee will receive any retroactive monies from the onset of said contract to the final date of employment during a negotiating year(s).
- C. All employees attaining 25 years or more in the P.E.R.S. will receive health benefits for life in accordance with Chapter 88, Retirement benefits.

**ARTICLE XXXI**  
**GRIEVANCE PROCEDURE**

- A. The purpose of this Article is to provide for a peaceful and equitable means of resolving differences between the parties.
- B. A grievance shall be defined as any claim, breach, misinterpretation, or misapplication of any express provision of this Agreement. Disciplinary action with just cause may be the subject of a grievance under this Agreement.
- C. The following procedure shall be used to resolve grievances as an exclusive method. All time frames shall be strictly complied with. Failure to comply with said time frame shall constitute a waiver by either party.

**Procedure**

The grievant shall submit a written grievance giving rise to the issue. The grievance shall be submitted within five days of the discipline issued to the Township Administrator. The Township Administrator shall notify the grievant of a hearing date within 15 working days after submission of the grievance. The hearing shall take place approximately 15 working days after the submission of the grievance, and a written answer shall be provided to the grievant within 10 working days after the hearing. Representatives of the union shall be present during any hearing including the shop steward of record and any witnesses needed. After receiving the answer of the administrator the grievant shall have fifteen days from that point to either except his response or move it to the arbitration level for a final determination. The arbitrator shall be assigned by PERC and his decision shall be final and binding on all parties. The cost of arbitrator shall be shared equally by both parties.

**ARTICLE XXXII**  
**GENERAL PROVISIONS**

A. The Employer shall at all times maintain safe and healthy working conditions.

B. For those employees who handle Township funds, said employees shall continue to be responsible for said funds in accordance with the Township's rules and regulations pertaining to same. The Township shall maintain the current bonding insurance for the benefit of the township and the employees affected by this Article up to the limits of NJ MEL – Ocean County Municipal Joint Insurance Fund. The Township shall provide to the Union on an annual basis a list of those Union employees covered under the Township's fidelity bonding requirements, and the amounts of those bonds.



**ARTICLE XXXIII**  
**SEPARABILITY AND SAVINGS**

A. If any provisions of this Agreement or any application of the Agreement to any employee is held contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

**ARTICLE XXXIV**  
**COMPLETE AGREEMENT**

A. This Agreement contains and constitutes the complete and entire Agreement between the parties. No additions, waivers, deletions, changes, or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties. If any provision of this Agreement is held to be invalid by a Court of administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time a thirty (30) days notice is given prior to the annual expiration date.

**ARTICLE XXXV**

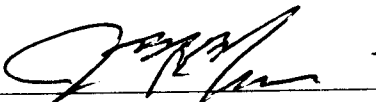
**DURATION**

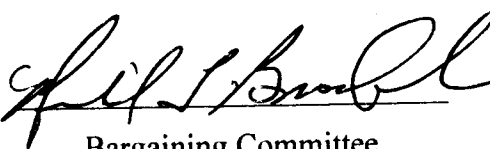
A. This Agreement shall be in effect as of and applied retroactively to the first day of January, 2009 up to and including the 31<sup>st</sup> day of December, 2012. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January, 2013, then all of the terms and conditions of the Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2013.

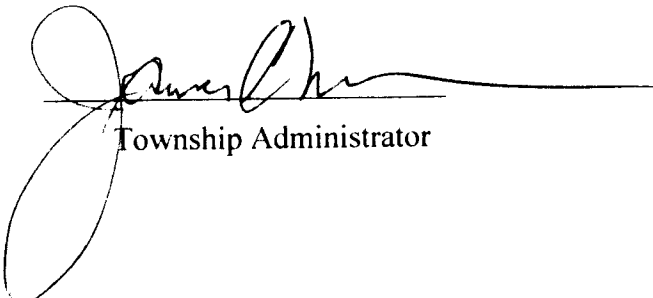
IN WITNESS WHEREOF, the parties have by their duly authorized representative set their hands and seals this  
day of \_\_\_\_\_, 2009.

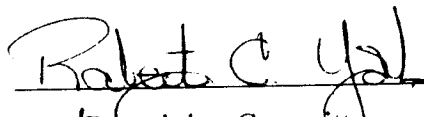
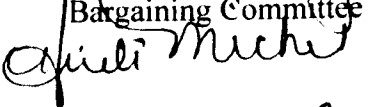
**Township of Stafford**

**Union of Management**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Bargaining Committee

  
\_\_\_\_\_  
Township Administrator

  
\_\_\_\_\_  
Bargaining Committee  
  
Ronald A. Cop

**APPENDIX A**  
**INCLUDED POSITIONS AND BASE SALARIES**

	0%	3%	3%	3%	
<b>Title</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Salary</b>
Superintendent of Public Works	\$111,824.96	\$111,824.96	\$115,179.70	\$118,635.09	\$122,194.14
Court Administrator	\$71,541.66	\$71,541.66	\$73,687.91	\$75,898.55	\$78,175.50
Community Development Director	\$74,541.66	\$71,541.66	\$73,687.91	\$75,898.55	\$78,175.50
Chief Animal Control Officer	\$71,541.66	\$71,541.66	\$73,687.91	\$75,899.55	\$78,175.50
Recreation Director	\$74,041.66	\$71,041.66	\$73,172.91	\$75,368.10	\$77,629.14
Purchasing Agent	\$85,500.00	\$85,500.00	\$88,065.00	\$90,706.95	\$93,428.16
Computer Network Administrator	\$102,924.62	\$102,924.62	\$106,012.35	\$109,192.72	\$112,468.50
Code Enforcement Officer I	\$71,572.83	\$71,572.83	\$73,720.01	\$75,931.61	\$78,209.56
Assistant CFO	\$64,260.28	\$64,260.28	\$66,188.09	\$68,173.73	\$70,218.94
Deputy Tax Assessor	\$53,947.66	\$53,947.66	\$55,566.09	\$57,233.07	\$58,950.06
Deputy Township Clerk	\$64,260.27	\$64,260.27	\$66,188.08	\$68,173.72	\$70,218.93
Deputy Tax Collector	\$55,214.12	\$55,214.12	\$56,870.54	\$58,576.66	\$60,333.96
Deputy Court Administrator	\$53,947.66	\$53,947.66	\$55,566.09	\$57,233.07	\$58,950.06
Municipal Alliance Committee Director	\$45,948.55	\$45,948.55	\$47,327.01	\$48,746.82	\$50,209.22
Fire Official	\$55,494.50	\$55,494.50	\$65,614.34	\$67,582.77	\$69,610.25
Supervisor of Recreation Programming	\$56,447.66	\$56,447.66	\$58,141.09	\$59,885.32	\$61,681.88
Construction Official	\$85,181.68	\$85,181.68	\$87,737.13	\$90,369.24	\$93,080.32
Assistant Computer Network Administrator	\$64,500.00	\$64,500.00	\$66,435.00	\$68,428.05	\$70,480.89