

CONTRACT AGREEMENT

BETWEEN

THE TOWNSHIP OF STAFFORD

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 71, LOCAL 3304A**

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS**

MAY 2 1994

RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT made this day of , 1993; by and between the TOWNSHIP OF STAFFORD, a municipality in the County of Ocean, State of New Jersey, hereinafter referred to as "Township" or "Employer", and Local 3304A of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 71, hereinafter referred to as the "Union" or "AFSCME", represents the complete and final understanding by the parties on all bargainable issues.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contain, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I

UNION RECOGNITION

A. The Employer recognizes the Union as the exclusive representative, as certified On May 21, 1979 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of those employees certified by the aforesaid certification of May 21, 1979 employed by the Township of Stafford.

B. The term "employee" and "employees" shall mean all permanent employees occupying the following titles:

| | |
|---|------------------------------|
| Assessing Clerk | Field Appraiser |
| Senior Assessing Clerk | Principal Assessing Clerk |
| Principal Clerk Typist | Senior Clerk Typist |
| Clerk Typist | Violations Clerk |
| Clerk Typist - Police Department | |
| Senior Clerk Typist - Police Department | |
| Clerk Typist/Receptionist - Police Department | |
| Chief Dispatcher/Matron | Dispatcher/Matron |
| Police Clerk/Matron | Crossing Guard/Matron |
| Payroll Clerk - Personnel Clerk | Senior Clerk/Bookkeeper |
| Cashier | Bookkeeping Machine Operator |
| Principal Tax Clerk | Clerk Typist/Receptionist |
| Secretary to the Building Department | |
| Control Person | Clerk Bookkeeper |

C. In the event that the above listed classifications are retitled or in the event that additional classifications are added to the Township roster which would be eligible for inclusion in the above unit of this Article, such classification shall be specifically included in this section, upon the mutual agreement of the Township and the Union.

ARTICLE II

CHECK OFF

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and all newly hired permanent employees who do not join within ten (10) days of employment shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to no more than eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer 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 Union 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 Employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. The Township shall deduct from the pay of each employee in the bargaining unit who furnishes a written authorization for such deduction, in a form acceptable to the Township. during each calendar month, the amount of monthly dues. The regular membership dues, fees and assessments, shall be as certified to the Township by the Union at least thirty (30) days prior to the month in which the deduction of union dues is to be made.

C. Union dues and representation fees deducted by the Township and shall be remitted by the Township to the Union, c/o Secretary/Treasurer AFSCME, District Council #71, 2299 Fries Mill Road, Williamstown, New Jersey 08094, by the 30th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

D. Indemnification

AFSCME agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Township complying with the provisions of this Article, provided that:

1. The Township gives AFSCME timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section.

2. If AFSCME so requests, in writing, the Township will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.

ARTICLE III
UNION BUSINESS

A. The Union shall neither solicit members nor conduct any Union business on the Employer's property during Employer-assigned work schedules of either the representative of the Union or the employee involved, except both parties agree the following may take place during normal working hours:

1. Collective bargaining
2. Up to fifteen (15) minutes per day during working hours to discuss specific grievances.
3. Grievance being heard.

B. Union Bulletin Boards

The Union will have access to a bulletin board in each work area of the Township. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship with the members of the Union. It is understood that no messages of a political nature shall be posted on these bulletin boards. The total space shall not exceed twenty-five (25) square feet.

C. Union Conferences and Conventions

1. Leave will be granted to Union delegates to attend conventions and conferences not to exceed two (2) persons for a total of eight (8) days maximum without pay during the year of the bi-annual AFSCME Conference.

2. Requests for Union delegates to attend the conventions in C-1 must be submitted no less than sixty (60) days prior to the start of the convention to the Township Administrator.

ARTICLE IV

NON-DISCRIMINATION

A. There shall be no discrimination, interference or coercion by the Employer or any of it's agents, or the Union or any of it's agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee, full-time or part-time, because of race, creed, color, age, sex, marital status, religion, national origin, union, non-union or political affiliation.

C. All provisions of this contract shall be equitably applied and enforced.

D. The Township agrees to conform with American Disability Act without discrimination.

ARTICLE V

SENIORITY

A. Seniority is defined as total length of unbroken service from date of last hire.

B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of selection of vacations to the extent that it does not interfere with job requirements.

C. In the event of layoff and rehiring, the last person hired in the job classification affected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority in his/her classification, provided the more senior employee is able to do the available work in the most satisfactory manner.

D. No employee shall be hired to fill a vacancy for which a laid off employee is qualified.

E. An employee having broken service with the Employer (as distinguished from an authorized leave of absence) shall maintain seniority credit during the time not employed by the Employer to a maximum of two (2) years, at which time all relationship to the Employer is lost.

F. If a questions arises concerning two (2) or more employees who were hired on the same date, the following shall apply: Seniority preference among such employees shall be determined by whichever employee's name appears first on the employment resolution or, in the absence of same, by alphabetical order.

G. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Employer shall furnish copies of same to the Union upon reasonable request.

H. Seniority for civilian employees of the Police Department shall be in accordance with Title 40A of the statutes of the State of New Jersey and, in addition, the rules and regulations of the Police Department pertaining to seniority, which rules and regulations are incorporated by reference herein.

ARTICLE VI

HOURS OF WORK

A. The Police Chief shall have the right to determine the work shifts of the employees working for said Police Department.

B. Police Dispatchers are considered to be forty (40) hours per week employees. Dispatcher shall receive a paid meal period not to exceed one-half hour, during the eight (8) hour shift period the employee is working. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied. If an emergency is determined, by Shift Commander or Department Head, the one-half hour shall be paid at time and one-half.

C. All other employees covered by the Agreement are considered to be thirty-five (35) hour per week employees. All such employees are entitled to a one (1) hour non-paid meal period for each shift of seven (7) hours.

D. After ten (10) consecutive days, any employee assigned to work in a higher classification for the eleventh consecutive work day shall be paid at the higher rate retroactive to the first day of assignment.

ARTICLE VII

OVERTIME

A. Overtime shall be defined as any work performed beyond the normal work day for all full and part time employees under this Agreement. Said overtime shall be compensated at the rate of one and a half (1½) times the employee's normal hourly rate. Two time the normal rate of pay will be paid to employees who work Sunday or a holiday, provided that the employee is not already receiving holiday pay and/or the day is one of the employee's regularly scheduled work days. Said paid overtime can be taken in monetary or compensatory time at the employee's discretion, if authorized by the department head or administrator, prior to time worked.

B. All overtime must be authorized by the appropriate supervisor before it is worked and shall be compensated.

C. Overtime work shall be distributed as equally as possible among employees capable of performing the work to be done in accordance with the discretion of the Supervisor having the responsibility of said department.

D. Any employee who shall be required to appear before any grand jury or at any municipal, county, Superior or Supreme Court proceeding during his/her off duty hours, shall suffer no loss in compensation. When such appearance occurs outside his/her assigned duty hours, such time shall be considered a time-off assignment to, and performance of, duty, and s/he shall suffer no loss in compensation. When such appearance occurs outside his/her assigned duty hours, s/he shall receive monetary compensation in accordance with the overtime provisions of this Agreement.

ARTICLE VIII

CALL IN PAY

A. An employee who is called in to do work outside of his or her regular hours shall be entitled to "Call In Pay" as hereinafter set forth.

B. The employee "called in" shall be guaranteed a minimum of four (4) hours payable at one and one-half ($1\frac{1}{2}$) times his or her normal rate of pay. If appropriate, such employee shall be entitled to payment at the appropriate overtime rate for all hours actually worked in excess of four (4) hours.

C. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours.

D. The supervisor shall have the right to require the employee called in to work the full four (4) hours even if the initial request for work to be performed took less than the aforesaid four (4) hours.

ARTICLE IX
WAGE

A. All employees covered by this Agreement shall be paid in accordance with the following schedule in 1993 and 1994:

| <u>CATEGORY</u> | | <u>YEAR</u> | <u>3.5% 1993</u> | <u>3.6% 1994</u> |
|-----------------|----------------------------|-------------|------------------|------------------|
| I. | Dispatcher/Matron; | First | \$16,668.00 | \$17,268.00 |
| | Senior Clerk/Bookkeeper | Second | 18,181.00 | 18,836.00 |
| | Payroll - Personnel Clerk; | Third | 19,696.00 | 20,405.00 |
| | Chief Dispatcher/Matron | Fourth | 21,231.00 | 21,996.00 |
| | Police Clerk/Matron | Fifth | 22,727.00 | 23,545.00 |
| | | Sixth | 27,272.00 | 28,254.00 |
| II. | Field Appraiser; | First | \$15,910.00 | \$16,483.00 |
| | Principal Tax Clerk; | Second | 17,426.00 | 18,054.00 |
| | Control Person; | Third | 18,939.00 | 19,621.00 |
| | Principal Clerk Typist | Fourth | 20,455.00 | 21,191.00 |
| | | Fifth | 24,313.00 | 25,188.00 |
| III. | Senior Clerk Typist; | First | \$15,064.00 | \$15,607.00 |
| | Clerk Bookkeeper | Second | 16,566.00 | 17,163.99 |
| | Principal Assessing Clerk; | Third | 18,067.00 | 18,717.00 |
| | Violations Clerk | Fourth | 19,570.00 | 20,274.00 |
| | | Fifth | 21,072.00 | 21,830.00 |
| | | Sixth | 24,075.00 | 24,942.00 |
| IV. | Clerk Typist; | First | \$14,646.00 | \$15,174.00 |
| | Crossing Guard | Second | 16,162.00 | 16,743.00 |
| | | Third | 17,676.00 | 18,312.00 |
| | | Fourth | 19,191.00 | 19,881.00 |
| | | Fifth | 20,705.00 | 21,451.00 |
| | | Sixth | 23,737.00 | 24,591.00 |

The Chief Dispatcher/Matron shall receive an additional \$655.00 for the years 1993 and 1994 distributed as part of the periodic paycheck.

The Police Clerk/Matron having served in the position for fifteen (15) or more years shall receive an additional \$655.00 for the years 1993 and 1994 distributed as part of the periodic paycheck.

The Part-time Dispatcher/Matron shall receive an hourly rate based on Dispatcher/Matron Category I annual salary.

Midnight shift differential: 55¢ per hour for years 1993 and 1994.

ARTICLE X

LONGEVITY

A. All employees covered by this Agreement shall receive longevity compensation commencing on the anniversary date of hire according to the following schedule:

YEARS OF SERVICE

INCREMENTS OF BASE PAY

| | |
|---|-----|
| Upon entering the 1st day of the fifth (5th) year of employment | 2% |
| Upon entering the 1st day of the ninth (9th) year of employment | 4% |
| Upon entering the 1st day of the thirteenth (13th) year of employment | 6% |
| Upon entering the 1st day of the seventeenth (17th) year of employment | 8% |
| Upon entering the 1st day of the twentieth (20th) year of employment | 10% |

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

C. It is agreed that the employees covered by the the Agreement will revert back to increments based on dollar amount of the percentage at the time that the P.B.A. and Teamsters Union agrees to the same.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township. Sick leave may also be used for up to five (5) day periods because of the attendance of the employee upon a member of the immediate family who is seriously ill. Other family illness leave will be determined on a case-by-case basis by the Township Administrator.

2. For the purpose of this Article, immediate family means father, mother, spouse, child, foster child, grandfather and grandmother of the employee. It shall also include relative of the employee residing in the employee's household.

B. Sick Leave

1. For permanent employees, sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Employees may accumulate up to three hundred sixty-five (365) days of sick leave.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when need for such purpose.

3. Sick leave entitlements shall be pro-rated for seasonal employees and for those employees who resign before the end of the calendar year.

4. Those employees who retire at any time during the calendar year shall be entitled to the full sick leave allowance for that year.

5. Sick leave shall be calculated on a hour-for-hour basis.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

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

b. Absence without notice for three (3) consecutive days shall constitute a resignation.

2. An absence due to illness on a Monday or a Friday or the day preceding or following a paid holiday may require a written statement from the attending physician where the Township has previously notified the employee of such a requirement.

D. Service-Connected Sickness, Injury/Disability Leave

1. Self-inflicted injuries or those service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

2. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engaged in any outside work or employment whatsoever. Whenever an employee reports being sick, it is understood that the

employee will be at home, and, if for some reason the employee must leave home during the absence for sickness, then and in that case, a telephone number where the employee can be reached must be available.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of period of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate of illness shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required upon return to work.

3. The Township may require an employee who has been absent because of personal illness, as a condition for return to duty, to be examined, at the expense of the Township by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing normal duties and that returning to work will not jeopardize the health of other employees.

F. Sick Leave Buy Back

Effective January 1, any employee who has accumulated more than fifteen (15) days of sick leave may "redeem" up to a maximum of five (5) days per calendar year. To qualify for this "buy-back", the employee must give written notice to the Township Administrator no later than December 1st of the previous year. Payment for the "redeemed" sick leave days shall be made on the first pay day in February starting in 1993. The payment for 1992 will be paid no later than thirty (30) days after the signing of this agreement.

ARTICLE XII

HOLIDAYS

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

| | |
|------------------------|-------------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | General Election Day |
| Good Friday | Veteran's Day |
| Municipal Election Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| | Christmas Day |
| | *One Floating Holiday |

B. All but police personnel required to work on a holiday, shall be paid holiday pay, plus time and a half ($1\frac{1}{2}$) for all hours worked.

C. *Floating holiday will be paid as straight time and taken with prior approval of the Department Head.

D. Police Personnel

All police personnel covered under this Agreement shall be paid for fifteen (15) paid holidays, and shall be paid holiday pay plus time and a half ($1\frac{1}{2}$) for all hours worked, if working on same or if said holiday falls on their normal day off.

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

ARTICLE XIII

PAID VACATION

A. All employees covered by this Agreement shall receive vacation days as follows:

First year employees will earn one (1) vacation day per month after the first two (2) months of employment, totaling ten (10) days the first year worked, and at a rate of one (1) day per month, until they have completed at least twelve (12) months of employment; at which time they will be eligible to receive vacation on a calendar year basis.

To be eligible to receive vacation on a calendar year basis, the employee must have started work before January 5th of that first year of employment. If they have not reached twelve (12) months worth of employment, when the next calendar year begins, the employee will receive one (1) vacation day per month until the next or third calendar year begins.

Vacation time as per calendar year will be as follows:

| | | | |
|--------------------|-----------|----------------------|-----------|
| Second (2nd) Year | - 15 days | Eighth (8th) year | - 21 days |
| Third (3rd) Year | - 16 days | Ninth (9th) year | - 22 days |
| Fourth (4th) Year | - 17 days | Tenth (10th) year | - 23 days |
| Fifth (5th) Year | - 18 days | Eleventh (11th) year | - 24 days |
| Sixth (6th) Year | - 19 days | Twelfth (12th) year | - 25 days |
| Seventh (7th) Year | - 20 days | After Twelfth (12th) | - 25 days |

B. 1. The Mayor or designee shall establish a date, at which time all vacation requests are due. Vacation requests shall be considered in order of seniority within job classifications. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Mayor or designee in deciding how many employees may be absent from duty at any one time.

2. Except to the extent that a managerial decision in approving a vacation violates the seniority requirement of this Agreement, management's prerogatives to determine the number of individuals on vacation at any one time is not subject to the grievance procedure of this Agreement.

C. 1. An employee shall receive a response to a written vacation request, no later than one week from date of request.

2. Request for vacation should be returned to your immediate supervisor. Vacation should not be unreasonably denied.

D.1. If and when an employee leaves employment for any reason, employee should be compensated for any vacation time.

2. An employee may accumulate a maximum of two (2) years vacation time to be carried for a succeeding year. An employee may not exceed an accumulation of two (2) years vacation time in any given year.

ARTICLE XIV

CLOTHING ALLOWANCE

The Clothing Allowance and maintenance arrangements for employees in the Police Department, which is currently in effect shall be continued during this Agreement.

ARTICLE XV

LEAVES

A. Personal Days

All employees covered under this Agreement shall be entitled to four (4) personal days which shall be used for personal business. Personal days shall not be accumulated from year to year.

B. Death in Family

1. Employees shall receive five (5) working days off with pay (commencing on the day of the 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; Guardian Children and Foster children residing in the house at the time of death.

2. The employee shall receive one day off with pay (day of burial and only if funeral services are attended) for the following: Uncle, Aunt, Nephew, Niece, Brother-in-law, sister-in-law, or cousin of the first degree; guardian children and foster children not residing in the house at time time of death.

3. 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 circumstances to the Township Administrator.

C. Jury Duty

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

ARTICLE XVI

INSURANCE

A. PERSONAL LIABILITY

All police employees under this Agreement shall be covered under the Blanket Liability Insurance Program presently in affect for those employees in the Police Department.

B. HOSPITALIZATION

All employees covered by this Agreement shall be entitled to hospitalization and medical benefits, the same as the present coverage or it's equivalent.

Co-pay on medical insurance for all employees hired after January 1, 1992 will be fifty (50%) percent of the increased premium cost over the base year of 1992. This co-pay will cease following completion of the fifth (5th) year of employment, at which time that employee will receive the same benefits enjoyed by employees hired prior to January 1, 1992.

C. DENTAL PLAN

All employees covered by this Agreement shall be entitled to a dental insurance program, the same as the present coverage or it's equivalent. Coverage shall be the same as provided generally to other Township employees.

D. PRESCRIPTION DRUG

Upon the signing of this contract all members covered by this Agreement shall be entitled to a Prescription Drug Plan, for family coverage, as follows: In 1993, all prescriptions, named brand or generic will have a co-pay of five dollars (\$5.00). In 1994, there will be a five dollar (\$5.00) co-pay for generic drug, six dollar (\$6.00) co-pay for name brand drugs.

E. OPTICAL PLAN

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

F. PART TIME EMPLOYEES

Part-time employees in the Bargaining Unit who work twenty (20) hours per week or less shall not be entitled to receive any of the benefits set forth in this Article. Part time employees who work more than twenty (20) hours per week shall be entitled to receive the benefits set forth in this Article as well as other benefits to which they may be entitled on a pro rata basis.

G. Commencing January 1, 1990, the Township agrees to provide hospitalization and medical benefits as listed in Section B of this article, to any and all employees, past and present, who have successfully completed twenty-five (25) years of active service or are eligible for disability 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.

ARTICLE XVII

ADDITIONAL BENEFICIARIES BENEFITS

In addition to the other benefits already provided for, beneficiaries shall be paid for accrued vacation time, earned holiday pay; and sick leave as per retirement benefit schedule as set forth in Article XIX, Section D, upon the death of an employee covered under this Agreement while in the "Township" employ.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. For all employees except members assigned to the Police Department:

1. The purpose of this Article is to provide for a peaceful and equitable means of resolving differences between the parties.

2. A grievance shall be defined as a claimed breach, misinterpretation or misapplication of any expressed provision of this Agreement. Disciplinary action with just cause may be the subject of a grievance under this Agreement.

3. The following procedure shall be used to resolve grievances as the exclusive method. All time frames shall be strictly complied with. The failure to comply with said time frames shall constitute a waiver.

STEP ONE: The grievant and/or his representative shall attempt to resolve the dispute orally with the grievant's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. The supervisor should respond within five (5) working days of the presentation of the grievance.

STEP TWO: If the grievance is not resolved at Step One, the Grievant and/or representative may appeal in writing to the Mayor within ten (10) working days after the answer in Step One is received or was due. The Mayor shall notify the grievant of a hearing date within fifteen (15) working days after submission of the grievance. The hearing shall take place no later than fifteen (15) working days after the date is set, and a written answer shall be provided to the grievant within ten (10) working days after the hearing.

STEP THREE: If the grievant is dissatisfied with the Mayor's determination, the grievant and/or representative may invoke binding arbitration of the grievance by notifying the Mayor within thirty (30) working days after receipt of the answer from the Mayor or the time said answer was due.

STEP FOUR: As soon as practical after submission of the notice of intent to arbitrate, the parties shall select an arbitrator in accordance with the rules of the Public Employment Relations Commission.

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

5. The cost of arbitration shall be shared equally by both parties. Should either party request a transcript, the cost thereof shall be borne solely by the party requesting it.

6. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement nor shall the arbitrator have the right to make any decision inconsistent with the Agreement or the laws of the State of New Jersey.

7. At all levels of the grievance procedure, the employer and the grievant shall be entitled to have representation, to present evidence and testimony, and to cross-examine witnesses.

8. Employees processing a grievance or appearing at a grievance hearing during work hours shall not suffer a loss of pay. The scheduling of grievance procedures shall be encouraged to be outside the normal working hours which scheduling shall be mutually agreed upon between the employer and the Union.

B. For all members of the unit assigned to the Police Department:

1. Definitions

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

b. Aggrieved person: An "aggrieved person" is the person or persons or the Union making the claim.

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

2. Requirements

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

b. Any employee may be represented at all stages of the grievance procedure by her, or, at her 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 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 Three, if such final determination is made, the Union will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

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

3. Procedure

STEP ONE:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with her immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within three (3) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Union representative. The Division Commander and supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and supervisor and returned to the employee and his representative within five (5) calendar days from its presentation to the Division Commander.

STEP TWO:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Deputy Chief of Police within three (3) calendar days of receipt of the written decision in Step One. The Deputy Chief of Police or his representative, will meet with the employee, her representative, the Supervisor, the Division Commander and representatives of the employer, as the Deputy Chief may elect and attempt to resolve the grievance. A written decision will be made by the Deputy Chief of Police within five (5) calendar days of receipt of the appeal.

Chief of Police or his representative within three (3) calendar days from its presentation to the Deputy Chief of Police.

STEP THREE:

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Chief of Police within four (4) calendar days of receipt of the written decision in Step Two. The Chief of Police or his representative will meet with the employee, her representative, the Supervisor, the Division Commander, Deputy Chief of Police, and representative of the Employer as the Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the Employee and Union representative within nine (9) calendar days from its appeal to the Chief of Police.

STEP FOUR:

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

STEP FIVE:

a. Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Commission (P.E.R.C.) by either party within ten (10) calendar days of the

of the Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal procedure and selection of an arbitrator shall be in accordance with the P.E.R.C. rules.

b. The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expenses shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. In formulating a decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

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

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

6. The parties agree that a grievance form shall be provided which allows for mere acknowledgement of receipt, by officers in the chain of command, but who are without power or authority to address or resolve the

alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The expeditious movement of this form to the person or persons able to render a substantive response is the desire of the parties.

ARTICLE XIX

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.

C. The employer shall prepare job descriptions for each classification.

D. Retirement Benefits

When an employee retires, in accordance with the provisions of New Jersey State Pension System, the Township shall pay the employee for fifty (50%) percent of no more than one hundred ten (110) days of accumulated sick time at the employee's then current rate of pay. To be eligible for this benefit, the Township Administrator and Treasurer must be given notice of the employee's intent to retire no later than December 1st of the year prior to retirement.

ARTICLE XX

DISABILITY

All employees hired prior to January 1, 1992, shall be eligible for paid disability absence up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after ten (10) years of service and if hired after January 1, 1992, the employee will be eligible up to the benefit level allowed under the State Disability Plan until completion of their fifth (5th) year in service at which time the employee will enjoy the same benefits as those hired before January 1, 1992. The above applies for all employees only if the following conditions are complied with:

1. The employee must bring a physician's certificate describing the condition of the employee and the expected date of return to work.

Disability leave is a period of continuous absence which begins after an employee has first used eight (8) consecutive working days of sick leave (or non-paid leave if the employee has no available time). If hospitalized, the Department Head or the Mayor must be notified immediately by the employee or someone designated by the employee. If this requirement is not complied with, the employee forfeits all disability eligibility.

2. The Mayor must request the Township Physician to evaluate the employee's condition and/or consult with the employee's personal physician to ascertain physical condition of the employee. The employee's disability must be non-job related to qualify for benefits under this Article.

3. The Township has the option of joining the New Jersey State Disability Plan, Self Funded Plan or Private Disability Plan in lieu of the above. The benefit level will remain the same as stated above. It is further understood that the employee will be responsible for the co-pay for the disability insurance as the State of New Jersey requires.

ARTICLE XXI

EDUCATIONAL INCENTIVE

A. An employee may take up to three (3) courses in an institution of higher learning in any semester which course is related to a major that pertains to the position with the Township which that employee works or aspires to in the municipal government field, as determined and approved, in advance, by the Township Administrator. Methods of payment shall be as follows:

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

OR

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

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 Bachelors Degree, which courses are approved by the Middle States Association of Colleges and Schools.

2. The Township shall provide payment for degrees, which have been approved by the Township Administrator and deemed to be job related, from an accredited college or university in the following manner:

| | |
|-------------------|------------|
| Associates Degree | \$ 750.00 |
| Bachelors Degree | \$1,250.00 |
| Masters Degree | \$1,500.00 |

- a. Payment of the abovementioned bonuses shall be paid in a lump sum on the first payday in the month of June in the calendar year following notice of eligibility to the Township.
- b. 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.
- c. Employees shall be reimbursed for all text books (and/or required materials) purchased in conjunction with courses as outlined in "A" above.

ARTICLE XXII

VACANCY, PROBATION AND PROMOTION

A. Vacancy

1. When there is a vacancy, either as a result of a person having left the position or if newly created, a notice of vacancy shall be posted for seven (7) days. Such notice shall designate the job qualifications, compensation and assignment location. Notice of actual appointment shall also be posted for a seven (7) day period. Postings under this Section shall be made on the Union Board in addition to wherever else the Township so chooses.

2. Any Township employee, covered by this Agreement who has the necessary qualifications shall be given an interview by the Department Head, the Township Administrator or, where appropriate, the Township Council.

B. Probationary Period

1. New Hires

(a) All newly-hired employees covered by this Agreement are probationary employees for a period of ninety (90) calendar days from date of hire.

(b) While it is the intent of the Township to treat all employees in a fair and equitable manner, it is understood that the terms of this agreement, particularly the Grievance Procedure, do not apply to newly-hired probationary employees.

(c) An employee's original date of hire applies in all instances of calculation for seniority and longevity.

(d) If a newly-hired employee is absent from work for whatever reason, paid or non-paid, the probationary period shall be extended for the total number of days of absence, after five (5) days of absence.

2. Promoted Employees

(a) During the probationary period, a promoted employee shall be given reasonable time and orientation to become familiar with the new position.

(b) If a promoted employee desires to return to a previously held position or if the determination is made by the Township that the promoted employee is not performing in a satisfactory manner, the promoted employee shall be returned to the former position no later than ninety (90) calendar days from the promotion date.

(c) If a promoted employee is absent from work for whatever reason, paid or non-paid, the probationary period shall be extended for the total number of days of absences, after five (5) days of absence.

ARTICLE XXIII

MANAGEMENT RIGHTS CLAUSE

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested 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 limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by 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 New Jersey and of the United States rules and regulations as adopted by the Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

ARTICLE XXIV

DEPARTMENTAL ACTIVITIES

Members of the Police Department covered by this Agreement shall attend departmental meetings and all staff meetings required and shall be compensated at the appropriate rate of pay.

Members of the Police Department covered by this Agreement who are required to attend the above-mentioned meetings and who are on their scheduled day off will be paid for attendance in accordance with Article VIII entitled Call In Pay.

ARTICLE XXV

DISCIPLINE AND DISCHARGE

A. Discipline may include the following disciplinary actions:

1. Oral reprimand
2. Written reprimand
3. Suspension (minor)
4. Suspension (major)
5. Discharge

B. No employee shall be disciplined without just cause.

C. An employee shall be entitled to Union representation at any stage of the disciplinary procedure.

D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President.

ARTICLE XXVI

WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled to by law except that the parties agree that the grievance procedure shall be the exclusive remedy for the readdressing of exploitation of violations of the employees' rights under the terms of this Agreement.

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXIV

DURATION

This Agreement shall be retroactive to and in effect from January 1, 1993 through December 31, 1993 and shall continue in effect and full force for two (2) years thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement.

Notice of a desire to negotiate a change in the Agreement should be conveyed to the other party, no later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 29 day of July, 1993.

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 71, LOCAL 3304A

BY: Linda Cossey
Linda Cossey, Staff Representative

TOWNSHIP OF STAFFORD

Carl W. RKS

ATTEST:

Lina M. Signorelli
Carole Yarity

ATTEST:

Janet H. Fritz