

**AGREEMENT**

between

**TOWNSHIP OF STAFFORD**  
County of Ocean, State of New Jersey

and

**STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**

**Effective January 1, 1993 through December 31, 1994**

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**THIS AGREEMENT** made this *12* day of *April*, 1994, by and between the **TOWNSHIP OF STAFFORD**, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," or "Township" and the **STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**, hereafter referred to as the "SOA", as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as "employee".

**WITNESSETH:**

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

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

## ARTICLE I

### Recognition and Scope of Agreement

A. The Employer hereby recognizes the SOA as the sole and exclusive representative of all full-time Sergeants, Lieutenants and Captains in the negotiations of this Contract Agreement and for the purposes of collective bargaining and all other activities and processes relative thereto.

B. The bargaining unit shall consist of all of the regular full-time Superior Officers of the Stafford Township Police Department, including Sergeants, Lieutenants and Captains, now employed or hereafter employed with the exception of the Chief of Police and the Deputy Chief of Police of Stafford Township.

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

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

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

## ARTICLE II

### Collective Bargaining Procedure

A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement.

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

C. Employees of the Employer who may be designated by the SOA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

### **ARTICLE III**

#### **Discrimination and Coercion**

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

### **ARTICLE IV**

#### **Prior Service**

Time spent as a CETA employee (Police Department) or part-time police officer shall count towards all benefits when he/she becomes a full-time Township police officer.

## ARTICLE V

### Sick Leave

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

2. Up to five (5) days of an employee's personal sick leave may be used each year to attend the illness of immediate family members, which shall include the following individuals: Mother, Father, Spouse, Son and Daughter.

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

B. 1. One (1) sick leave day shall equal the normal hours scheduled for any given day. Sick leave for less than a full day, shall be utilized on an hourly basis, in which event only the hours used as sick time shall be deducted from the employee's accumulated sick time.

C. 1. No employee shall make doctor visits while on duty. Sick time may be utilized for such visits.

D. 1. Each employee may periodically review the Employer's record of his or her accumulated sick days during business hours within reason.

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

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

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

## **ARTICLE VI**

### **Personal Days**

A.1. Employees shall be granted four (4) personal days off with pay during the course of each calendar year.

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

## **ARTICLE VII**

### **Bereavement Leave and Military Leave**

#### **A. Bereavement Leave:**

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



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

3. Exceptions to this section may be made when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section.

**B. Military Leave:**

Any member covered under this Agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

## **ARTICLE VIII**

### **Overtime**

A. The Employer agrees that overtime consisting of time and one-half (1 ½) shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.

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

C. 1. Any member who shall be required to appear in court during his/her off-duty hours shall suffer no loss in compensation. When such appearances occur outside of his/her assigned duty hours, he/she shall receive additional compensation monies at a rate of time and one-half (1 ½) for the time actually expended. Effective upon the signing of this Agreement, for such appearances outside of assigned duty hours, the member shall receive a minimum of two (2) hours overtime compensation for each such appearance.

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

D. 1. In the event an employee is called in to duty other than his/her normal assignment, he/she shall be paid overtime at a rate of time and one-half (1 ½) for all time worked during such period. In no such case shall he/she be paid for less than four (4) hours, irrespective of time worked, except when called into duty less than four hours prior to his/her normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

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

E. 1. Attendance at meetings called by the Chief of Police, or his designee, when such meeting is not during the officer's daily tour, shall be paid for at the rate of time and one-half (1 ½) of the officer's base pay for actual time worked, but not less than four (4) hours.

F. 1. Any officer may, at his/her option indicate, at the time the overtime is assigned, that he/she wishes compensatory time [at time and one-half (1 ½)] in lieu of money payment. Once made for each assignment, this decision may not be changed except by mutual agreement of the Chief of Police.

2. Compensatory time may be accumulated up to and including one hundred and sixty (160) hours. Once this number is exceeded, the officer incurring such overage will be required to utilize such overage hours as soon as he/she can be scheduled off.

## **ARTICLE IX**

### **Vacations**

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

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

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

3. Upon completion of the second year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 12th year.

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

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

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

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

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

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

E. 1. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section B. Paragraph 2, he/she will be exempt from that Section and shall be paid for all accrued vacation over forty-six (46) days.

F. 1. All requests for the taking of vacations shall be submitted to the Chief of Police who shall review and approve said requests in accordance with the Police Department's Rules and Regulations concerning same.

2. Officers shall have the opportunity to select vacations by seniority by March 1 of each year. Once a vacation is approved by the Chief of Police, or his designee, no officer shall be bumped, except by agreement of the officer or in an emergency.

3. Any officer who does not make a selection by March 1 shall lose all preference and must schedule a vacation during available times. In the event more than one

officer has selected the same dates, leave will be granted to the officer with the most seniority.

4. No scheduled vacation may be cancelled by the Chief/Department without at least thirty (30) days prior written notice to the affected employee.

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

## ARTICLE X

### Holidays

A. All members covered under this Agreement shall enjoy fourteen (14) paid holidays, and shall be paid double time for said holidays if working on same or if said holidays falls on their normal day off.

B. On the first pay day after Thanksgiving, all members shall be paid for the following holidays:

New Year's Day	Washington's Birthday
Martin Luther King's Birthday	Lincoln's Birthday
Good Friday	Memorial Day
Independence Day	General Election Day
Labor Day	Veteran's Day
Columbus Day	Thanksgiving Day
	Day After Thanksgiving

C. Payment for the above-mentioned holidays, except Christmas Day, will be made on the first (1st) pay day after Thanksgiving Day of each and every calendar year.

Payment of Christmas Day holiday pay shall be made on the first pay day immediately following the holiday. An employee who terminates employment with the Township of Stafford after receiving payment for the holidays, and before any of said holidays are worked, will have such monies deducted from his/her last pay check.

D. Any officer who works on either Thanksgiving Day or Christmas Day shall receive a stipend of \$50 in addition to any other entitlement.

## ARTICLE XI

### Hospital and Medical Insurance

A. Hospitalization. The Employer will provide, at no cost to the employee and employee's family, the following or equivalent hospitalization:

1. New Jersey Blue Cross;
2. New Jersey Blue Shield, 1420 Series;
3. Rider J;
4. Major Medical;
5. Prescription Plan, Three Dollar (\$3.00) co-pay;
6. The HMO Plan shall be optional at no additional cost to the Township

over the B/C - B/S.

B. The Township shall have the right to change health coverage to the New Jersey State Health Benefits Plan, including the prescription program.

C. Dental Plan. Employer shall provide for Employees and family a Dental Service Plan, as provided by Foundation Life Insurance Company of America or equivalent.

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

E. Life Insurance.

1. All employees shall have the option of continuing their 1991 life insurance coverage at the employee's own expense.

2. Employer and SOA recognize that one officer's life insurance premium is substantially higher than the rest of the officers. In recognition of the special circumstances peculiar to this officer, the Employer and the SOA therefore have entered into a separate agreement concerning this one officer.

F. Membership in a credit union at no cost to the Township.

G. Coverage - Normal Duty. For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.

H. Coverage - Call-In Duty. For the purpose of insurance coverage only, officers called in at times other than their normal shift shall be considered on duty as of the time of the call-in.

I. In the event an employee covered under this Agreement shall be killed in the line of duty, all insurance benefits as provided in this Article, shall be continued by the Township of Stafford for the benefit of said employee's spouse and children. The insurance benefits required to be continued herein for the benefit of the employee's children, shall continue in full force and effect for such children until they reach twenty-one (21) years of age or twenty-three (23) years of age if still in school.

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

## **ARTICLE XII**

### **Clothing Allowance**

A. 1. Clothing allowance in the amount of One Thousand One Hundred Dollars (\$1,100.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees.

B. The clothing allowance shall be paid in equal installments on the first pay period in the months of March and September, as follows:

1. Employees shall receive direct reimbursement for uniform purchases and cleaning bills submitted to the Township. On March 1 and September 1 of each year, the Township shall pay to each officer the difference between \$550.00 and the amount previously reimbursed to the officer in the prior months since the last payment date.



2. The officers shall receive at the end of each calendar year an I.R.S. - - 1099 Form for the amount of the semi-annual checks.

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

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

E. The Township will repair or replace, at no cost to employee, personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by and at the discretion of the Chief of Police.

### **ARTICLE XIII**

#### **Legal Aid**

The Employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties for false arrest, bodily damage and property damage. Said policy shall have a minimum coverage of One Million Dollars (\$1,000,000.00).

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

## ARTICLE XIV

### Disability

A. All members 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, if the following conditions are complied with:

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

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

C. While in the performance of his/her duties as a police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of

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

D. The Township shall have the right to obtain disability insurance and to collect the same contribution as required by the State of New Jersey Disability Plan for public employees. The Township may purchase insurance or self-insure. The 1994 contribution of the employees shall be prospective only.

E. The maximum contribution shall be the 1994 level for the State Plan, which is currently \$86.00 per year per employee.

## ARTICLE XV

### Salaries

A. The annual base salary for each of the below classifications for the calendar year 1993 shall be as follows:

CAPTAIN	\$59,581
LIEUTENANT	\$54,248
SERGEANT	\$49,388

B. The annual base salary for each of the below classifications for the calendar year 1994 shall be as follows:

CAPTAIN	\$64,500
LIEUTENANT	\$58,500
SERGEANT (Third Year)	\$53,049
SERGEANT (Second Year)	\$51,140
SERGEANT (First Year)	\$49,225

C. The Employer agrees that there should be a rank differential of at least ten percent (10%) to be established between the ranks of:

1. Patrolman of any other rank below Sergeant and Sergeant
2. Sergeant and Lieutenant
3. Lieutenant and Captain

D. It is further understood that the minimum ten percent (10%) differential shall apply to any rank which may be created below the rank of Sergeant. For example, if the position of Corporal were to be established by the Township, at a salary of higher than that of Senior Patrolman, this would require an increase in the Sergeant's, Lieutenant's and Captain's base pay so as to maintain a minimum ten percent (10%) differential between ranks.

## ARTICLE XVI

### Longevity

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

YEARS OF SERVICE	INCREMENTS OF BASE PAY
Upon entering the 1st day of the 5th year of service	2%
Upon entering the 1st day of the 9th year of service	4%
Upon entering the 1st day of the 13th year of service	6%
Upon entering the 1st day of the 17th year of service	8%
Upon entering the 1st day of the 20th year of service	10%

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

## ARTICLE XVII

### Savings Clause

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

## **ARTICLE XVIII**

### **Duration**

This Agreement shall be in effect as of the first day of January, 1993, to and including the 31st day of December, 1994. In the event that a new written contract has not been entered into between the Employer and the SOA on or before the 1st day of January, 1995, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1995.

## **ARTICLE XIX**

### **Educational Incentives**

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

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

OR

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

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

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

(b). An officer who, prior to January 1, 1987, has either taken courses at or been enrolled in a degree program at a private college will not be subject to the tuition cap in 1(a) above, provided the officer pursues additional course work at the college by June 30, 1988. If no course work is taken between January 1, 1987 and June 30, 1988, thereafter the officer will only be reimbursed to the maximum as set out above, regardless of the tuition cost.

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

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

(b). Payment of the above-mentioned 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.

(c). Effective January 1, 1994, Sections B. 2 (a) and (b) shall only apply to those officers who were members of the bargaining unit prior to that date. Beginning on said date, no other bargaining unit member shall be entitled to degree payments; however, any bargaining unit member who continues to receive such payments because he/she was a bargaining unit member prior to January 1, 1994, shall not be precluded from appropriate tuition payments.

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

## ARTICLE XX

### Grievance Procedure

#### A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Aggrieved person: An "aggrieved person" is the person or persons or the Association making the claim.
3. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.



B. Requirements

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

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

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

C. Procedure.

Step One:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee

under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually-agreed-upon forms furnished by the Employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative 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 five (5) calendar days of receipt of the written decision in Step One. The Deputy Chief of Police or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Deputy Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Deputy Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal 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 five (5) calendar days of receipt of the written decision in Step Two. The Chief of Police or his representative will meet with

the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal to the Chief of Police.

Step 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 his Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and Council and returned to the employee and Association 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 (PERC) by either party within ten (10) calendar days of the date of the Employer decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Fourth Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

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

The cost of the arbitrator and the expenses of the hearing, including a court report if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of the Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

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

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

## ARTICLE XXI

### Deduction of Membership Dues and Agency Shop

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

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

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

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

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

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

## ARTICLE XXII

### Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 1995 contract shall be initiated on or before the 15th day of October, 1994, and that the

parties hereto will schedule as soon thereafter as practically possible a time and a place in order to discuss the terms and conditions of the 1995 Contract.

#### **ARTICLE XXIII**

##### **Retention of Benefits**

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

#### **ARTICLE XXIV**

##### **No Waiver**

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

#### **ARTICLE XXV**

##### **Out-Of-Title Work**

Effective upon the signing of this Agreement, if an officer is authorized to serve, and in fact does serve, in a higher rank than his/her own for more than thirty (30) days in a calendar year, and if the officer actually performs all the duties and responsibilities of the

higher rank, such employee shall receive the pay of the higher rank, effective on the thirty-first (31st) day worked in the higher rank.

**ARTICLE XXVI**

**Completion of Agreement**

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

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this

*12* day of *April*, 1994.

**STAFFORD TOWNSHIP SUPERIOR  
OFFICERS ASSOCIATION**

*Joseph C. Hannah*

**TOWNSHIP OF STAFFORD BY:**

*Carl W. [Signature]*

*Bernadette M. Park*

**BERNADETTE M. PARK**  
Notary Public of New Jersey  
Commission Expires Feb. 21, 1995



**LETTER OF UNDERSTANDING**

**WHEREAS**, the Township of Stafford (hereafter the "Township") and the Stafford Township Superior Officers Association (hereafter the "SOA") and parties to a Collective Bargaining Agreement covering 1993 and 1994; and

**WHEREAS**, the parties wish to memorialize their understanding with respect to Article V E.1, of said Agreement; it is hereby

**AGREED AND UNDERSTOOD**, that for any bargaining unit member who actually retires by January 1, 1995, the maximum unused sick leave payment shall be \$16,500, and shall be payable prior to January 31, 1995. *with 2 # Cuts*

*Joseph C. Hannah*  
\_\_\_\_\_  
FOR THE SOA

*Carl W. [Signature]*  
\_\_\_\_\_  
FOR THE TOWNSHIP

DATED: 4-12-94

*Bernadette M. Park*

**BERNADETTE M. PARK**  
**Notary Public of New Jersey**  
**My Commission Expires Feb. 21, 1995**