

AGREEMENT

between

TOWNSHIP OF STAFFORD
County of Ocean, State of New Jersey

and

STAFFORD TOWNSHIP LOCAL 297 POLICEMEN'S BENEVOLENT ASSOCIATION

Effective January 1, 1993 through December 31, 1994

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THIS AGREEMENT made this 11 day of *August*, 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 POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 297**, hereafter referred to as the "PBA", as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as "employee" or "officer."

WITNESSETH:

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

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

ARTICLE I

Recognition and Scope of Agreement

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

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

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 PBA recognizes that pursuant to New Jersey Statute, they have no right to strike.

ARTICLE II

Collective Bargaining Procedure

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

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

C. Employees of the Employer, not to exceed two (2) in number, who may be designated by the PBA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

ARTICLE III

Discrimination and Coercion

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

B. 1. No material derogatory to employee's conduct, service, character or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The employee shall also have the right to submit a written reply (example: rebuttal, answer, etc.) to such material and this reply shall be reviewed by the Chief of Police and a Township designee at the employee's request. This reply will be attached to the document to which it is in reply, as long as the document is in the employee's file.

2. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate

personnel file which is not available for the employee's inspection. This provision shall not apply to any information which needs to be disclosed to the employee under the requirements of State law.

ARTICLE IV

Prior Service

A. Time spent as a part-time employee (Police Department) or part-time police officer shall count towards seniority and longevity benefits when he or she becomes a full-time Township police officer.

B. All prior service shall be calculated on a prorated basis. An employee who works, for example, one-half ($\frac{1}{2}$) time earns one-half ($\frac{1}{2}$) of the seniority and longevity benefits which he/she would have earned as a full-time employee.

ARTICLE V

Seniority - Definition

A. 1. If in the event a dispute of seniority arises, and both officers are of equal rank, the senior will be deemed the officer with the longest service on the Stafford Township Police Department in that rank.

2. In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the entrance examination will be the senior.

B. In the event of demotion, the demoted party shall carry his years of supervisory service as his/her standing in the rank demoted.

ARTICLE VI

Sick Leave

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

1. The first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one and one quarter (1.25) days for each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) days for each and every calendar year thereafter. The amount of sick leave not taken shall accumulate from year to year.

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

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

B. One (1) sick leave day shall equal eight (8) hours. Sick leave for less than a full day (eight hours) shall be utilized on an hourly basis, in which event only the hours used as sick time shall be deducted from the employee's accumulated sick time.

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

D. Each employee may periodically review the Employer's record of his or her accumulated sick days every six (6) months.

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.

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

ARTICLE VII

Personal Days

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

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

ARTICLE VIII

Bereavement Leave and Military Leave

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 and sister-in-law, or cousins of the first degree.

3. Exceptions to benefits set forth in paragraphs one (1) and two (2) above may be made by the Chief of Police or the Township administrator when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section.

Military Leave:

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

ARTICLE IX

Management

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

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible.

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

ARTICLE X

Hours/Schedules

A. The parties understand and agree that the standard workweek shall consist of the tours of duty schedule as promulgated by the Chief of Police.

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

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

2. Payment for attendance at such meetings shall be at the rate of time and one-half (1 ½) of the officer's base pay for actual time, but not less than four (4) hours, when such meeting is not during the officer's daily tour.-

ARTICLE XI

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 overtime is authorized by the Chief of Police.

C. 1. Any member who shall be required to appear in court during off-duty hours shall suffer no loss in compensation. When such appearances occur outside of assigned duty hours, the officer 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 officer shall receive a minimum of two (2) hours overtime compensation for each such appearance.

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

D. 1. In the event an employee is called in to duty other than his/her normal assignment, he/she shall be paid overtime at a rate of time and one-half (1 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. Meetings are not part of this Section.

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

E. Attendance at meetings called by the Chief of Police, or his designee, when such meeting is not during the officer's daily tour, shall be paid for at the rate of time and one-half (1 ½) of the officer's base pay for actual time worked, but not less than two (2) 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, 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.

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

offered overtime and declines, the next employee on the list shall be offered the overtime, and so on.

ARTICLE XII

Vacations

A. All members covered by 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 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 comply with the following options as pertains to their vacation time during each calendar year:

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

AND/OR

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

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

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

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

F. 1. By March 1 of each year employees may submit written requests for vacations during any period of that calendar year. In the event more employees apply than can be scheduled for any particular period, the requests shall be granted according to seniority. The Department shall post the vacation schedule on or before March 1 of a calendar year.

2. Any officer who does not make a selection by March 1 shall have his/her written vacation request considered and scheduled on a first come, first served basis, regardless of seniority. Employer shall respond, in writing, to such vacation requests within five (5) days of their submission.

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

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 XIII

Holidays

A. The following shall be recognized as guaranteed holidays under this Agreement and be paid at eight (8) hours pay in addition to any regular salary due. The holidays are as follows:

New Year's Day	Washington's Birthday
Martin Luther King's Birthday	Lincoln's Birthday
Good Friday	Memorial Day
July 4th (Independence Day)	General Election Day
Labor Day	Veteran's Day
Columbus Day	Thanksgiving Day
Christmas Day	Day After Thanksgiving

B. Payment for the above-mentioned holidays, except Christmas Day, will be made on the first (1st) pay day in the month of December 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.

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

ARTICLE XIV

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

2. In the event it becomes legally permissible, any employee electing to "opt out" of the Township-provided health insurance coverage shall receive the following payments for each full year they do not accept the coverage provided by the Township:

	MEDICAL	PRESCRIPTION	DENTAL	OPTICAL
Single	\$ 500.00	\$ 100.00	\$ 50.00	\$ 20.00
Parent/Child	\$ 800.00	\$ 150.00	\$ 100.00	\$ 30.00
Husband/Wife	\$1,300.00	\$ 250.00	\$150.00	\$ 50.00
Family	\$1,500.00	\$ 300.00	\$200.00	\$ 70.00

In order to "opt out," an employee must have alternate coverage, and present proof of same to the Township. If an employee should lose the alternate coverage, he/she shall be entitled to be re-enrolled in the Township's insurance program as soon as possible. In the event re-enrollment cannot take place within the appropriate grace period, the Township shall reimburse the employee's "COBRA" costs until re-enrollment is effectuated. The parties may mutually agree to reopen the contract for the sole purpose of renegotiating the payment for opting out of the health insurance coverage.

C. Dental Plan. The Employer shall continue to provide for employees and their families the current Dental Plan, or its equivalent; however, the Employer shall have the right to change dental insurance carriers and exclude "comprehensive coverage". Such exclusions shall not be effective before December 31, 1994. In the event of such a change, all other dental benefits shall remain the same or equivalent.

D. Optical Plan. All members covered by this Agreement shall be entitled to the Group Vision 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. Any employee exercising this option shall notify the Employer, in writing, on or before December 1 of each calendar year.

2. Employer and PBA recognize that three officers' life insurance premiums are substantially higher than other officers'. In recognition of the special

circumstances peculiar to these three officers, the Employer and PBA therefore have entered into a separate agreement concerning these three officers.

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

G. Coverage - Normal 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 call-in.

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

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 in 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.

ARTICLE XV

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. Clothing allowance will be used for any part of the police uniform, to include items such as high-neck tee shirts, uniform socks, etc. Allowance shall also include any off-duty equipment officers are required to wear and/or carry to meet department regulations.

2. Pertaining to their first year of employment only, new employees, in lieu of the \$1,100 clothing allowance, shall receive a full issue of clothing/equipment. In addition, they shall be paid \$275 for clothing maintenance. This payment shall be made on the first payment date (i.e., June 1 or December 1) following their first six months of employment.

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

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

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

ARTICLE XVI

Legal Aid

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

ARTICLE XVII

Disability

A. All members shall be eligible for paid disability absence up to a total of thirteen (13) weeks per year after one (1) year of service and up to a total of twenty-six (26) weeks per year 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, which shall be chargeable to the employee's sick leave.

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 may and 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 approved by the Chief of Police in writing.

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.

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 XVIII

Pay Increase/Salaries

A. For 1993, the Employer shall increase the base salaries of officers by an amount equal to 3.5% over their December 31, 1992 base salaries, effective January 1, 1993. In addition, base salaries shall increase, effective January 1, 1993, by an additional 2.0% in consideration of contract adjustments made by the PBA.

B. For 1994, the Employer shall increase the base salaries of officers by an amount equal to 3.6% over their December 31, 1993 base salaries, effective January 1, 1994. In addition, base salaries shall increase effective January 1, 1994, by an additional 2.39% in consideration of contract adjustments made by the PBA.

C. Accordingly, all officers shall be paid as follows for the years 1993 and 1994:

	SALARY		AMOUNT	
Patrolman	Effective 1/1/93		Effective 1/1/94	
Starting	\$ 26,301.00	-	\$ 27,876.00	
Second Year	\$ 30,330.00		\$ 32,147.00	
Third Year	\$ 34,359.00		\$ 36,417.00	
Fourth Year	\$ 38,389.00		\$ 40,689.00	
Fifth Year	\$ 42,415.00		\$ 44,956.00	

D. The Employer agrees that inasmuch as it has entered into a two year or multi-year contract with the PBA, the agreed upon salary for the contractual years shall be paid retroactively to January 1 of the first year of this Agreement and on January 1 of the second year of this Agreement.

E. The retroactive salary set forth in paragraph D above shall be paid and distributed to the officers on or before the first pay period following execution of this Agreement by both parties.

ARTICLE XIX

Out-of-Title Work

Effective January 1, 1994, 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, such employee shall receive the pay of the higher rank, effective on the thirty-first (31st) day worked in the higher rank.

ARTICLE XX

Longevity

A. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his years of continuous employment with the Stafford Township Police Department in accordance with 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 commence upon attainment of the specified increment level in the pay period immediately following the increment date.

ARTICLE XXI

Shift Differential

A. Officers who work at least six (6) months and one (1) day or more in any given calendar year on regularly scheduled tours of duty, which shall include four (4 p.m.) to twelve (12 midnight), and midnight shifts, shall receive an annual \$200 shift differential.

Effective January 1, 1994, the differential shall increase by fifty (\$50.00) dollars to a total of two hundred fifty (\$250.00) dollars.

B. The shift differential shall be paid to the officer on or before the first pay period proceeding eligibility for the above shift differential.

ARTICLE XXII

Savings Clause

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

ARTICLE XXIII

Duration

This Agreement shall be in effect as of and applied retroactively to 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 PBA 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 XXIV

Educational Incentives

A. An officer may take up to three (3) courses in an institution of higher learning in any semester which course is related to a major in Police Science, Criminal Justice, Human Resources, Law Degree or related 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 an officer who attends an institution of higher learning in the following manner:

1. (a). Total tuition, but not more than the current tuition rate for New Jersey States colleges, to the employee up to the completion of a Graduate Degree (including but not limited to a law degree) (restricted solely to those areas of study set forth in

paragraph A of this Article), which courses are approved by the Middle State Association of Colleges and Schools.

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

2. (a). The Township shall provide 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 eligible for and actually received the degree payments during 1993 or prior to then. Beginning on said date, no officer shall be entitled to degree payments; however, officers who continue to receive such payments because they were eligible in 1993 or before, 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 XXV

Retention of Benefits

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

ARTICLE XXVI

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

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

C. Procedure.

Step One:

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

the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative within five (5) calendar days from its presentation to the Division Commander.

Step Two:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Deputy Chief of Police within five (5) calendar days of the 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) 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 appeals 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 Commissions (PERC) by either party within ten (10) calendar days of the date of the Employer decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Fourth Step answer. The appeal procedure and selection of an arbitrator shall be in accordance with the PERC rules.

(b) The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expense shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be 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.

F. The parties agree that a grievance form shall be provided which allows for the mere acknowledgment of receipt, by officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or

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

ARTICLE XXVII

Patrolmen's Rights

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

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

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

D. The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and one other member of the Union and/or Association, selected as delegate to attend any State meeting or National Convention of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

ARTICLE XXVIII

Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 1995 contract shall be initiated on or before the first day of July, 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 XXIX

No Waiver

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

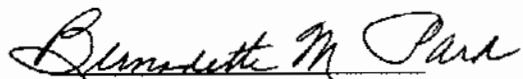
ARTICLE XXX

Completion of Agreement

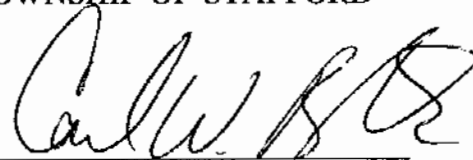
This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled:


IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Township and the PBA on this 17th day of August, 1994.

ATTEST:


Bernadette M. Park, Clerk

TOWNSHIP OF STAFFORD

By: 
Carl W. Block, Mayor


POLICEMEN'S BENEVOLENT
ASSOCIATION, Local 297

Doc. 1292