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AGREEMENT

Between

THE TOWNSHIP OF STAFFORD

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 2279C, COUNCIL 71**

January 1, 1988 through December 31, 1989

Prepared By:

Frank N. D'Ambra, Esq.

PREAMBLE

THIS AGREEMENT made this day of October 1988, 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 2279C 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 contained, 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 positions and classifications:

Assessors Office
Field Appraisers
Assessing Clerk
Senior Assessing Clerk
Clerk Typist
Principal Assessing Clerk

Collectors Office
Cashier
Bookkeeping Machine Oper.
Clerk Typist
Principal Tax Clerk

Court Clerks Office
Clerk Typist
Violations Clerk

Township Clerks Office
Clerk Typist/Receptionist
Senior Clerk Typist

Police Department
Chief Dispatcher
Police Clerk/Matron
Police Dispatchers/Matrons
Crossing Guard/Matron
Clerk Typist

Building Inspectors Office
Secretary to Building
Department
Clerk Typist
Control Person
Senior Clerk/Bookkeeper

Treasurers Office
Payroll Clerk
Clerk Typist
Senior 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

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9/30/88 rh

cally 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 an 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 union

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 deduction by Township shall be remitted by the Township to the Union, c/o Secretary/Treasurer AFSCME, District Council #71, 604 South Blackhorse Pike, Blackwood, New Jersey 08012, 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 or 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 biennial 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 its agents, or the Union or any of its 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 because of race, creed, color, age, sex, marital status, religion, national origin, union, non-union or political affiliation.

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

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 vacancies 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 effected 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 seniority in his 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 question 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.

I. At any place in the within contract where reference is made to the number of years for which an employee is required to work for certain benefits, said number of years shall be determined by the actual number of years for which an individual employee has been employed by the Township of Stafford and shall not include any employment of the employee in any other municipality.

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) hour per week employees. When the Police Supervisor makes the determination that certain circumstances so warrant, a 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.

C. All other employees covered by this 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 week for all full time employees under this Agreement. Said overtime shall be compensated at the rate of one and a half (1-1/2) times the employee's normal hourly rate.

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 (1-1/2) 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

WAGES

A. All employees covered by this Agreement shall be paid in accordance with the following schedule in 1988:

Dispatchers--Clerks

<u>Step</u>	<u>1988</u>
1.	\$12,529
2.	\$13,668
3.	\$14,807
4.	\$15,946
5.	\$17,085
6.	\$20,502

The Chief Dispatcher/Matron shall receive an additional \$535.00 distributed as part of the periodic paycheck.

The Police Clerk, having served in the position for fifteen (15) or more years, shall receive an additional \$535.00 distributed as part of the periodic paycheck.

- *Premium pay--Dispatchers--Midnight shift additional 20¢ per hour.
- **Part-Time Dispatcher/Matron--1988 - \$7.00 per hour.

Clerk/Typists

<u>Step</u>	<u>1988</u>
1.	\$10,821
2.	\$11,960
3.	\$13,099
4.	\$14,238
5.	\$15,377
6.	\$17,655

Senior Clerk/Field Appraiser

<u>Step</u>	<u>1988</u>
1.	\$11,960
2.	\$13,099
3.	\$14,238
4.	\$15,377
5.	\$18,278

B. All employees covered by this Agreement shall be paid in accordance with the following schedule for 1989:

<u>CATEGORY</u>	<u>1988</u>	<u>1989</u>
I. Dispatcher/Matron	\$12,529	\$13,275
Senior Clerk/Bookkeeper	13,688	14,481
Payroll-Personnel Clerk	14,807	15,688
	15,946	16,895
	17,085	18,102
	20,502	21,722
II. Crossing Guard/Matron	12,359	13,095
III. Field Appraiser	11,960	12,672
Principal Tax Clerk	13,099	13,879
Control Person	14,238	15,085
Principal Clerk Typist	15,377	16,292
	18,278	19,365
IV. Senior Clerk-Typist	11,325	11,999
Clerk Bookkeeper	12,454	13,195
Principal Assessing-Clerk	13,583	14,391
	14,712	15,587
	15,841	16,783
	18,098	19,175
V. Clerk Typist	10,821	11,665
Violations Clerk	11,960	12,872
	13,099	14,079
	14,238	15,285
	15,377	16,492
	17,655	18,906

The Chief Dispatcher/Matron shall receive an additional \$567.00 in 1989 distributed as part of the periodic paycheck.

The Police Clerk, having served in the position for fifteen or more years, shall receive an additional \$567.00 in 1989 distributed as part of the periodic paycheck.

*Premium pay--Dispatchers--Midnight shift additional 20¢ per hour.
 **Part-Time Dispatcher/Matron--1989--\$7.50

TOWNSHIP OF STAFFORD

MEMORANDUM

To: Suzanne Babcock
From: Christine Onore
Date: 10/21/88
Subject: Addendum to the AFSCME Contract
Copy:

In order to amend the AFSCME Contract for 1988-1989 to include an omission inadvertently omitted, please consider the following an amendment to Article X entitled "Longevity", page 15.

<u>POSITION</u>	<u>LONGEVITY</u>	<u>AMOUNT</u>
Chief Dispatcher	13-16 yrs.	\$1,240.00

The position of Chief Dispatcher is not included in Category I, II, III, IV or V.

October 21, 1988

DATE

Christine Onore

CHRISTINE ONORE
Township Administrator

CO/bp

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:

<u>Category</u>	<u>Longevity</u>	<u>Amount</u>
I.	5-8 yrs.	\$ 425
	9-12 yrs.	\$ 817
	13-16 yrs.	\$1,210
	17-20 yrs.	\$1,614
	21+ yrs.	\$2,017
II.	21+ yrs.	\$1,256
III., IV., V.	5-8 yrs.	\$ 382
	9-12 yrs.	\$ 732
	13-16 yrs.	\$1,085
	17-20 yrs.	\$1,447
	21+ yrs.	\$1,809

B. Payments shall commence the pay period immediately following the anniversary date. The payment shall be made together with, and in addition to, the employee's base salary.

C. In the calculation of a rate of pay for overtime, longevity shall not be included.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

1. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident, or exposure to contagious disease. An employee shall not be eligible for sick leave under this Agreement if the accident or injury occurs while the employee is being employed by a company or organization other than the Township. Sick leave may be taken for illness of a member of the immediate family.

2. All permanent employees, shall be entitled to sick leave with pay based on their aggregate years of service.

3. 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. 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.

4. 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 relatives of the employee residing in the employee's household.

5. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

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 needed 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.

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 or 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 periods 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, 1986, any employee who has accumulated more than twenty-five (25) 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 following the adoption of the annual Township Budget or the Salary Ordinance, whichever is later.

ARTICLE XII

HOLIDAYS

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

New Year's Day	Veterans Day
Lincoln's Birthday	Primary Election Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Township Election Day
Columbus Day	

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

C. 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 for all hours worked if working on same or if said holiday falls on their normal day off.

D. Any employee who works 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:

After 1 year of service	-	10 days
After 2 years of service	-	11 days
After 3 years of service	-	12 days
After 4 years of service	-	13 days
After 5 years of service	-	15 days
After 6 years of service	-	16 days
After 7 years of service	-	17 days
After 8 years of service	-	18 days
After 9 years of service	-	19 days
After 10 years of service	-	20 days
After 11 years of service	-	21 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. Vacation time may be used, as earned, within the first year of employment, on a pro-rated basis according to the number of days in Paragraph A above.

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

ARTICLE XIV

CLOTHING ALLOWANCE

The clothing allowance and maintenance arrangement 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 three (3) 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, and Grandchild; Guardian Children and Foster Children residing in the house at 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 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 effect for those employees in the Police Department.

B. Hospitalization

All employees covered by this Agreement shall be entitled to Hospitalization and Medical Benefits, namely, Blue Cross with Rider "J", Blue Shield 1420 SERIES and Major Medical Insurance, or its equivalent.

C. Dental Plan

All employees covered by this Agreement shall be entitled to a dental insurance program as provided by foundation Life Insurance Company of America, or its equivalent. Coverage shall be the same as provided generally to other Township employees.

D. Prescription Drug

All members covered by this Agreement shall be entitled to a Prescription Drug Plan, \$1.00 (one dollar) co-pay Family Coverage as provided by Crown Life Insurance, or its equivalent.

E. Optical Plan

All members covered by this Agreement shall be entitled to the Group Vision Care Plan, as provided by Crown Life Insurance Company 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.

ARTICLE XVII

ADDITIONAL BENEFICIARIES BENEFITS

In addition to the other benefits already provided for, beneficiaries shall be paid for accrued vacation time, upon the death of an employee covered under this Agreement while in the "TOWNSHIP" employ. All other accrued sick leave, holiday pay, etc., shall not be paid to the aforesaid beneficiaries.

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 without 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 1: 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 2: If the grievance is not resolved at Step 1, the Grievant and/or representative may appeal in writing to the Mayor within ten (10) working days after the answer in Step 1 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 3: 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 4: 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 Association 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, and 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 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 3, 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.

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

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 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 represen-

tative. 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 Chief of Polic within five (5) calendar days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the employee, her 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 Three:

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the May and Township Council within five (5) calendar days of receipt of the decision in Step Two. The Mayor and/or Township Council or his/its representative will meet with the employee and/or her 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 Four:

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 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 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 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. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify 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 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 forward to the Employer by the Association as soon as changes are made.

6. 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 palce 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 the 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 shall be eligible for paid disability absence of 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. 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 five (5) consecutive 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 may 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 disability must be non-job related to qualify for benefits under this Article.

ARTICLE XXI

EDUCATIONAL INCENTIVE

A. The Township shall reimburse employees for expenses for tuition at any school or college certified by the Middle Atlantic States Association or the State of New Jersey upon the successful completion of a course directly related to an employee's work and which has received prior approval by the Township Administrator as follows:

1. For a grade of A - 100% reimbursement
For a grade of B - 75% reimbursement
For a grade of C - 50% reimbursement
For any other grade - 0% reimbursement

2. For a Pass/Fail Course, a grade of Pass shall be reimbursed 100% on the following condition:

At no time may an employee be reimbursed for a Pass/Fail course if the ratio of Pass/Fail courses to graded courses (A, B, C, etc.) exceeds one (1) to five (5).

B. Employees shall be reimbursed for all textbooks (and/or required materials) purchased in conjunction with courses as outlined in "A" above. Reimbursement shall be made only for courses which are passed, regardless of the grade, and only upon verification to the Township Administrator.

ARTICLE XXII

VACANCY, PROBATION AND PROMOTION

A. Vacancy

1. When there is a vacancy, either as the 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 one hundred twenty (120) 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 absences.

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 one hundred twenty (120) 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.

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 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 express 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.

ARTICLE XXV

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 XXVI

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 XXVII

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.

RECEIVED

NOV 17 1988

MAYOR'S OFFICE

ARTICLE XXVIII

DURATION

This Agreement shall be retroactive to and in effect from January 1, 1988 through December 31, 1989 and shall continue in effect and full force from year to year 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 20th day of October, 1988.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO (AFSCME) COUNCIL 71

TOWNSHIP OF STAFFORD

By: *Gene M. Lyman*

By: *Carl W. [Signature]*

ATTEST:

ATTEST:

[Signature]

[Signature]

Robert C. Little
Robert C. Little, Staff Representative

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AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO (AFSCME) COUNCIL 71

By:

Giuseppe M. Signorelli

ATTEST:

Helen C. Lewandowski

TOWNSHIP OF STAFFORD

By:

Carl W. Blais

ATTEST:

Bernadette M. Park