

**RESOLUTION 2020-400**

**RESOLUTION OF THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE EXECUTION OF THE SIDEBAR AGREEMENT BETWEEN TOWNSHIP OF STAFFORD AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OF NEW JERSEY, AFL-CIO LOCAL 3304A**

**WHEREAS**, the Township of Stafford (“Township”) and the American Federation of State, County and Municipal Employees of New Jersey, AFL-CIO Local 3304A (“Union”) are parties to a collective negotiations agreement (“AFSCME Contract”), effective January 1, 2017 through December 31, 2020; and

**WHEREAS**, the Township and the Union are desirous of adding the position of Floating Clerk Typist; and

**WHEREAS**, the title of Floating Clerk Typist is not recognized by the AFSCME Contract; and

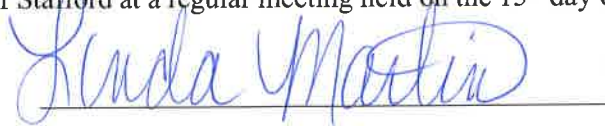
**WHEREAS**, the Parties wish to enter into a sidebar agreement to memorialize the terms and conditions of employment for the title of Floating Clerk Typist, and incorporate same into the AFSCME Contract; and

**WHEREAS**, the Parties, through their respective representatives and legal counsel, having engaged in negotiations and resolved this matter by way of a sidebar agreement, attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Council of the Township of Stafford, County of Ocean, State of New Jersey, that the Sidebar Agreement between the Township and the American Federation of State, County and Municipal Employees of New Jersey, AFL-CIO Local 3304A, for the term of January 1, 2017 through December 31, 2020, is hereby approved, and the Mayor is duly authorized to execute same.

**CERTIFICATION**

I, **Linda Martin, Municipal Clerk**, do hereby certify that the foregoing Resolution was duly adopted by the Governing Body of the Township of Stafford at a regular meeting held on the 15<sup>th</sup> day of **December 2020**.



Linda Martin, RMC

**SIDEBAR AGREEMENT**  
**TO THE COLLECTIVE NEGOTIATIONS AGREEMENT**  
**BETWEEN THE TOWNSHIP OF STAFFORD**  
**AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES OF NEW JERSEY, AFL-CIO LOCAL 3304A**

This **SIDEBAR AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_ day of December, 2020, between the Township of Stafford (hereinafter referred to as the “Township”) and the American Federation of State, County and Municipal Employees of New Jersey, AFL-CIO Local 3304A (hereinafter referred to as the “Union”).

**WHEREAS**, the Township and the Union are parties (hereinafter referred to as the “Parties”) to a collective negotiations agreement for the period of January 1, 2017 through December 31, 2020 (“AFSCME Contract”); and

**WHEREAS**, the Township and the Union are desirous of adding the position of Floating Clerk Typist; and

**WHEREAS**, the title of Floating Clerk Typist is not recognized by the AFSCME Contract; and

**WHEREAS**, the Parties, through their respective representatives and legal counsel, having engaged in the negotiations in order to cooperatively resolve the within matter, and being duly authorized, agree as follows:

1. Article 18(E) “Category IV” of the AFSCME Contract shall be amended to recognize the position of Floating Clerk Typist.

2. Article 18(M) shall be amended to read:

“Employees who are required to do permanent department rotation for cross-training shall be paid at the out of title pay, if greater than their salary, during the rotated period of time or make all rotating employees the same category. The position of Floating Clerk Typist shall be exempt from out of title pay.”

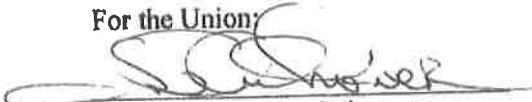
3. The terms of this Agreement shall be incorporated into the AFSCME Contract and into any other successor agreements. Any portion of the AFSCME Contract not specifically addressed by this Agreement remains unchanged.

4. The Precatory Phrases are not mere recitals, but are incorporated by reference and made part of this Agreement.

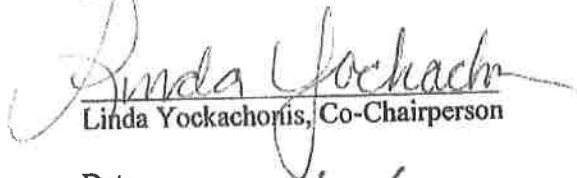
5. This Agreement shall constitute final resolution of this matter and all claims – past, present and/or future – arising from it.

6. This Agreement shall not be precedent setting and may not be used in any subsequent proceeding concerning any other matter, claim, grievance, or proceeding of any kind whatsoever.

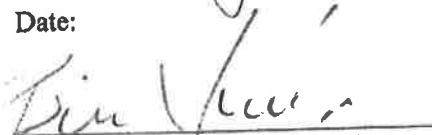
For the Union:

  
Susan Philhower, Chairperson

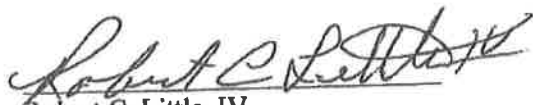
Date:

  
Linda Yockachonis, Co-Chairperson

Date:

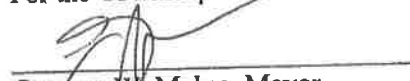
  
Bill Sciblo, Staff Representative

Date:


  
Robert C. Little, IV  
Regional Field Services Director

Date: 12-14-20

For the Township of Stafford:

  
Gregory W. Myhre, Mayor

Date:

  
Matthew von der Hayden,  
Township Administrator

Date: