

AGREEMENT

BETWEEN

TOWNSHIP OF STAFFORD

AND

TEAMSTERS LOCAL 469

MANAGEMENT AND SUPPORT

January 1, 2017 through December 31, 2020

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AGREEMENT

Agreement entered into this _____ day of _____, 2017 by and between the Township of Stafford, County of Ocean, State of New Jersey, hereinafter referred to as the “Employer” and the Union of Teamsters Local 469 hereinafter referred to as “Employees.”

WHEREAS, it is the intent and purpose of the parties to promote fair and equal, harmonious, and economic relations between the employer and its employees and to establish a basic understanding relative to pay, hours of work, and other conditions of employment consistent with the law and established practices.

NOW THEREFORE, the parties hereto, in accordance with the following covenants, conditions, and agreements agree as follows:

ARTICLE I
RECOGNITION

A. The Employer recognizes the Union as the exclusive bargaining agent for all full-time “Management and Support” employees included in this agreement, and or such additional titles as the parties may later agree to include. This recognition shall continue in full force so long as the Union continues to represent the employees covered.

B. The work “employee” as used in this Agreement shall mean all permanent full-time Management and Support Personnel employed by the Township and provisional and appointed employees after one hundred eighty (180) days of employment.

1. Included: All Managers and support personnel listed by position in Appendix A.
2. Excluded: All other Township of Stafford positions that are not included in Appendix A.

ARTICLE II
DUES CHECK-OFF AND REPRESENTATION FEE

A. Dues Deduction: The Employer agrees to deduct the monthly membership dues from the pay of the member employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the deductions of all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth day of the succeeding month after such deductions are made. Changes in dues shall be sent to the Township Administrator no less than thirty (30) days before they are to take effect.

B. Representation Fee: Any employee covered by this unit, on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment or end of probationary period, and ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount of 85% of the regular Union membership dues, fees and assessments as certified to the Township by the Union.

C. The Union agrees to indemnify and hold the Township harmless against any, and all claims, suits orders of judgements brought or issued against the Employer with regard to the dues check-off, except for any claims that results from negligent or improper acts of Employer or its agent or servants.

Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Employer prior to December 15th of any given year. Dues shall be halted beginning with the first pay period of each calendar year. The Employer will immediately supply the Union a copy of any requests to halt dues.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to the effective date of such change, and shall furnish the Employer with a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

ARTICLE III
MANAGEMENT RIGHTS

A. Management Rights: The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, to the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Employer.
3. Disciplinary action included but not limited to suspension, demotion, discharge, or takes other appropriate disciplinary action against any employee for good and just cause.
4. To hire, promote, transfer, assign, schedule, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties for be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.
8. To determine the number, location and operation of divisions, departments, work selections, and all other work units of the Employer, the assignment of work, the qualifications required the performance standards and the size and composition of the work force.
9. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA), the New Jersey Family Leave Act ("NJFLA") (P.L. 2013. c. 82) and regulations promulgated pursuant to those statues or comparable leave laws shall be a management prerogative. All leaves which are also covered under any of the foregoing laws as well as leave under the foregoing laws shall run at the same time.
10. To subcontract for any existing or future services as determined necessary by the employer.

11. To make or change Employer rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
12. And otherwise to generally manage the affairs of the employer, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall be limited only to the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and rules and regulations.

ARTICLE IV **SUCCESSOR CLAUSE**

- A. This agreement shall be binding for any and all government successors. The Employer shall make it a written condition of transition that all terms, provisions, and intents shall bind the successor or assigns of this Agreement.
- B. The Employers shall notify the Union in writing within thirty (30) days of transition of any changes in operations covered by this Agreement.

ARTICLE V **UNION RIGHTS**

- A. Access to Premises: Union officials and duly authorized representatives (Shop Steward) on Union business, whose names have been sent to and acknowledged by the employer, shall be admitted to the premises by the Employer. Union Representatives shall have the chance to consult with employees in this unit before the work shift starts, during lunch or break, or after work shifts. The Employer will designate appropriate facilities for such meetings. One week advance notice will be submitted to the Employer for such requests.
- B. Union Leave: Subject to the approval of the Employer, the Employer agrees to provide during the duration of this agreement leaves of absence without pay, a total of three days per year for Union officers and shop stewards for the purpose of Union business. Application for such leave will be made fourteen (14) days in advance of such leave.
- C. Negotiation: Once the Union is certified the Employer agrees to recognize the Union and commence bargaining. If negotiation sessions are scheduled during the normal working hours,

delegates will be excused without loss of pay or time. A maximum of one steward and one alternate steward will attend negotiation sessions without loss of pay, plus counsel.

ARTICLE VI
STEWARD

- A. The Township recognizes the right of the Union to designate one (1) Steward and one (1) alternate for the enforcement of this Agreement. The Union shall furnish in writing to the Township with the name of the Stewards/alternate and notify the township of any change(s) when the change occurs.
- B. The authority of the Steward/alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigate and presentation of grievances in accordance with the provisions of this Agreement, as long as it does not interfere with the employee's normal working duties;
 - 2. The transmission of such messages and information which shall originate with and authorized by the Union, so long as it does not interfere with the employee's normal working duties;
 - 3. The steward and alternate will be present for the purpose of contract negotiations.

ARTICLE VII
PROBATIONARY PERIOD

- A. The first one hundred and eighty days (180) of employment with the Township for all employees placed in a supervisory role covered by this collective agreement shall be considered a probationary period. Notification to the Shop Steward and the Union shall be made prior to the start of the additional one hundred eighty days (180). Term appointees will not be probationary. During the aforementioned period, the Township may discharge or demote such employees.

If promoted from within the unit the employee serving the newly established probationary period shall have a right to return to his/her original title within the probationary period established above. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

- B. During a probationary period, the new employee will receive health benefits, sick leave, vacation days and personal days, accrued per contract schedule.
- C. If an employee governed by this bargaining unit attains a new position in the unit by promotion or entry into this unit by promotion, the employee shall serve a six (6) month probationary period

upon which the employee shall be reviewed and evaluated by the Township officials and may be reduced to previous employment pursuant to law.

ARTICLE VIII
DISCRIMINATION AND EQUAL TREATMENT

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employee represented by the Union because of membership in or activities on behalf of the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer nor the Union shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation ancestry, age, affectional and sexual orientation, gender identity or expression, domestic partnership, civil union or marital status, pregnancy (including pregnancy related medical condition), childbirth, physical or mental disability, atypical hereditary or cellular blood trait, genetic information, citizenship, veteran status, or other basis, characteristic or trait protected by federal or state law (collectively "protected class") or an employee's association with a member of a protected class.

B. 1. No material derogatory to Employee's conduct, service, character or personality should 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 department head and the Township designee at the Employee's request. This reply will be attached to the document to which it is in reply as soon as the document is in the Employee's personnel 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 need not be disclosed to the Employee under the requirements of State law.

ARTICLE IX
CONTINUITY OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operations of the Employer's business is of paramount importance to the citizens of Stafford Township, and there should be no interference with said operation.
- B. The Union agree not to engage in, encourage, sanction of suggest strikes, slow-downs, job actions, lock-outs, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal employer's business. The Employer agrees not to lock out employees.
- C. If either party violates this section, such parties or persons shall be responsible for damages resulting as a matter of consequence of such action and damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE X
LAYOFF AND RECALL

Unions Language:

In the event the Employer reduces the work force or abolishes a position, the following procedure shall apply:

1. Employees shall be laid off in reverse seniority order within the classification they currently hold.
2. Notice of such layoffs shall be given Forty Five (45) days prior to the implementation of said layoffs.
3. Any laid off employee shall be given preference for re-hire for two (2) years.
4. The Employer shall rehire laid off employees in the order of greatest seniority.
5. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-call provided the employee is qualified and capable of performing the work and is ready, willing and able to be re-called.
 - a. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee. Employees shall notify the employer within five (5) ten (10) days after receiving notification of the first attempt to deliver such notice of their intention to return to work.

ARTICLE XI
HOURS OF EMPLOYMENT OVERTIME

A. All salaried employees covered by this contract shall work at least thirty-five (35) hours per week unless a separate work schedule is currently in place for a member of this unit or negotiated separately as part of this agreement. The workweek shall be established as Monday thru Friday exclusively. A 1 hour lunch break and two (15) minute breaks shall be permitted daily. There will be no split shifting and any change to the hours of work shall be accomplished by a ninety day advance notice to those affected.

B. Any work required outside of these hours will be paid at a rate of time and one half (1 ½) the regular straight time rate. If any employee is required to work on a Sunday or holiday the rate will be double time. Any non-Emergent Overtime that is an extension of the work day shall be approved by the Administrator prior to working and paid at the employee's current rate of pay. Any unused Compensatory time can either be carried over to the first quarter of the following calendar year or may be sold back by December 1st of the current calendar year. Notification to the Administrator in writing must be made by November 1st of each year for an end of the year payout of Comp Time and by December 1st of the prior year to carry over any Comp Time not used. All Comp Time not expellel by the end of the year must be used by the end of the first quarter of the new year.

ARTICLE XII
DISCIPLINE

A. Discipline of an employee shall be only for just cause. Discipline under this article means official reprimand, suspension, demotion or removal. Demotion or removal shall be set forth in accordance with N.J.A.C. 4A:2-2.3.

4A:2-2.3 GENERAL CAUSES

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;

10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and
11. Violations of the employers work rules including but not limited to infractions listed within the disciplinary policy.
12. Other sufficient cause

B. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

ARTICLE XIII
ON THE JOB INJURY/RETURN TO WORK POLICY

- A. All accidents shall be reported immediately to the Employee's supervisor.
- B. An Employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.
- C. The township has adopted an alternate duty/return to work policy which is designed to facilitate an Employee's return to work as soon as possible.

ARTICLE XIV
LICENSES, DUES & COURSES

A. Any employee whose employment requires the holding of any license or certification, Federal and/or State, may be disciplined, in accordance with Article XIV, for the following:

1. Loss of said license;
2. Failure to promptly advise the Township Administrator of said loss of license.

B. Any loss of license, if disciplined with suspension or greater, will result in loss of pay for the period of discipline.

C. Fees: The Township of Stafford will pay for membership in the County, State, National and/or International professional Fees for employees who are certified members. The Township will also pay the recertification fee for employees who have passed the appropriate State exam as well as any and all classes or other courses required to maintain said certification provided certification is related to the day to day operational responsibilities.

D. Notary Fees: The township agrees to reimburse employees for notary fees and related expenses if the employee is required to act as a notary as part of their job duties.

E. The Township shall pay for all Certification or Licenses held by employees that are related to the day to day operational needs of the Township as well as any fees associated with joining organizations relative to the work performed for the Township. The determination of what licenses or certifications benefit the township shall be made within the sole discretion of the administrator.

ARTICLE XV
LEAVES OF ABSENCE

LEAVE OF ABSENCE

Unpaid leaves of absence for reasonable purposes may be granted for up to one (1) year at the discretion of the Township Administrator.

JURY DUTY

An employee called for jury duty will be excused from work for the period that the employee is called for jury duty and he/she will be paid the difference between jury duty compensation received and his/her regular daily compensation.

MILITARY DUTY

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (Thereafter, the leave shall be without pay but without loss of time.) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.) The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus, an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the (local unit type) group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

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

BEREAVEMENT

All employees shall be entitled to Bereavement Leave in accordance with the following provisions:

- Ten (10) working days off in the event of the death of spouse or child.
- Five (5) days off in the event of the death of father, mother, grandparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild or spouse's grandparents.
- One (1) day off for death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

Bereavement leave shall be separate and apart from all other leave. No leave may be taken unless the supervisor has been notified and has authorized the employee to leave.

Exceptions to this section may be granted by 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.

ARTICLE XVIII **SICK LEAVE**

A. Sick Leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.

B. Employees shall earn sick leave at the rate of 1.25 days per month for each month worked up to a maximum of 15 days each year. Sick leave may accumulate from year to year to be used if and when needed by the Employee.

C. If an Employee is absent for reasons that entitle him/her to utilize sick leave, the Employee is responsible for notifying his/her supervisor promptly by the Employee's usual reporting time. Failure to notify the supervisor may be cause for denial of the use of sick leave and may constitute cause for disciplinary actions.

D. Absence without notification if able for three (3) consecutive working days shall constitute a resignation.

E. The Township may require proof of illness form an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action. In additions, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to required competent medical evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township's physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Employee to the Township's physician to investigate the report.

F. When an absence due to an illness does not exceed two (2) consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township's physician for returning to work. Any absence in excess of three (3) consecutive working days may require a written statement from the employee's physician certifying to the employee's absence form work due to illness.

G. Employees who are unable to report to work because of illness or injury and who have notified their supervisor in accordance with the Article shall be responsible for notifying their Supervisor as to their place of confinement.

H. Employees hired prior to January 1, 2014, and retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees hired prior to January 1, 2014, and retiring with less than thirty (30) years of uninterrupted work experience with the Township of Stafford and employees shall be eligible for reimbursement for accumulated and

unused sick leave to a “cap” payment of \$15,000. Employees hired prior to January 1, 2014 and retiring within thirty (30) years or more of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a “cap” payment of \$30,000. For all employees eligible for sick leave up to a “cap” payment of \$30,000. For all employees eligible for sick leave payment upon retirement, the total maximum applicable payment amount shall be reduced by the value of all sick leave used above fifteen (15) accrued days by that employee, at the daily rate paid to the employee, during the twelve (12) month period preceding the employee’s effective retirement date. All employees hired on or after January 1, 2014, shall not be eligible for payment for accumulated and unused sick leave.

I. Stafford Township and Teamsters 469 agree to recommend the establishment of a voluntary sick day bank provided language can be agreed upon between the unions that will participate in the bank. The Township may unilaterally end the sick leave bank in its discretion subject to return of donated time.

J. Temporary Disability:

1. Temporary Disability is defined as time off from work due to illness or injury which are not caused by or related to the individual’s employment or any injuries sustained by employees while working for the Township of Stafford. All employees shall be subject to the provisions of the NJ State Disability plan. Employees shall be subject to the co-pay requirements of the State Disability Plan through payroll deductions. Disability will commence when the employee has exhausted all accumulated sick time.
2. The temporary disability policy described above applies only if the following conditions are met:
 - a. The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.
 - b. Disability status is a period of continuous absence after 8 working days.
 - c. If hospitalized, the department head must be notified as soon as possible.
 - d. The Township Administrator may request the Township 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.
 - e. Employees will not accrue any leave time (sick, personal or vacation) while on state disability leave or leave without pay status as granted by the administrator.
 - f. Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE XIX
CLOTHING ALLOWANCE

A. The Township agrees to provide uniforms at no cost to the employee for any uniforms required by the department (ie: Assessment Dept., Zoning Dept., Animal Control, Inspections Dept.) with the approved Township logo.

1. The Recreation Department shall receive the following uniforms for each year of the collective agreement:
 - T-shirts and vests as provided in the past.
2. The Inspections department shall receive the following by June 1st of each year:
 - Five winter and five summer Shirts and Five pair of pants, all to be replaced on a fair wear and tear basis.

ARTICLE XX
TOWNSHIP VEHICLES/MILEAGE REIMBURSEMENT

A. All employees under this agreement shall adhere to the policies and procedures set forth in Resolution 2002-93 adopting a “Policy Pertaining to Utilization of Township Vehicles”. Additionally, employees under this agreement who are required to be on call 24 X 7 to respond to emergency situations at the request of the Police Department shall have vehicles equipped and supplied with apparatus for Emergency management Operations.

B. Employees who use their personal vehicle for township-related business shall be reimbursed by the township for mileage at the published IRS standard mileage rate for that year (cents per mile), along with tolls when a voucher is submitted with receipts for same.

ARTICLE XXI
MEDICAL BENEFITS

A. State of New Jersey Health Benefit Plan

- The Medical plan paid for by Stafford Township covering individual and dependents under this contract will be State Health Benefits Blue Cross/ Blue Shield Direct 15 or its equivalent. If any employee selects a plan other than NJ Direct 15, as provided within this paragraph, any difference in premium or expense will be borne by the employee and will be in addition to that employee’s cost of coverage contribution detailed below pursuant to Chapter

78. The township has agreed that employees enrolled in NJ State Health Benefits Direct in accordance with the provisions of this agreement, will be reduced to a Tier III contribution rate on the effective date of their change to Direct 15.

B. Dental

All Employees covered under this agreement shall be entitled to choose from either of the following two plans for dental insurance coverage:

1. Managed Dental Choice (MDC)
2. Dental Option Plan (Traditional Fee Schedule Plan)

C. Vision

The Township agrees to a vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or equivalent.

D. Prescription Plan

Prescription Care coverage shall be provided through the plan administered by Benecard. The prescription plan shall match or exceed the benefits available under the State Health Benefit prescription plan. The current co-pay amounts are three (3) dollars for generic and ten (10) dollars for the name brand prescriptions. Employees hired after 1/1/14 will have prescription co-pays of five (5) dollars for generic and twenty (20) dollars for name brand.

E. The Township will provide an opportunity for Employees, upon retirement, to continue in the benefit program listed in this Article, Section B and C, and at the **Employee's expense** with individual cost the same as the group rate.

F. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article, to all Employees who have successfully completed twenty five (25) years of service, or are eligible for disability retirement, under the New Jersey Public Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring Employee, and dependents who are considered eligible for benefits under said medical plan.

G. Stafford Township retirees who have twenty (25) years of service in Stafford Township who did not have twenty (20) or more years of service in the pension

system prior to June 28, 2011 would be eligible for a health benefit contribution based on Tier II of the Chapter 78 tiered system outlined in the contract.

State Health Benefits Contribution Chart Below for reference only:

Chapter 78 Tier Schedule

	Salary up to	Tier 1	Tier 2	Tier 3	Tier 4
Single:	19,999.99	1.13%	2.25%	3.38%	4.50%
	24,999.99	1.38%	2.75%	4.13%	5.50%
	29,999.99	1.88%	3.75%	5.63%	7.50%
	34,999.99	2.50%	5.00%	7.50%	10.00%
	39,999.99	2.75%	5.50%	8.25%	11.00%
	44,999.99	3.00%	6.00%	9.00%	12.00%
	49,999.99	3.50%	7.00%	10.50%	14.00%
	54,999.99	5.00%	10.00%	15.00%	20.00%
	59,999.99	5.75%	11.50%	17.25%	23.00%
	64,999.99	6.75%	13.50%	20.25%	27.00%
	69,999.99	7.25%	14.50%	21.75%	29.00%
	74,999.99	8.00%	16.00%	24.00%	32.00%
	79,999.99	8.25%	16.50%	24.75%	33.00%
	94,999.99	8.50%	17.00%	25.50%	34.00%
9,999,999.99	8.75%	17.50%	26.25%	35.00%	
Family:	24,999.99	0.75%	1.50%	2.25%	3.00%
	29,999.99	1.00%	2.00%	3.00%	4.00%
	34,999.99	1.25%	2.50%	3.75%	5.00%
	39,999.99	1.50%	3.00%	4.50%	6.00%
	44,999.99	1.75%	3.50%	5.25%	7.00%
	49,999.99	2.25%	4.50%	6.75%	9.00%
	54,999.99	3.00%	6.00%	9.00%	12.00%
	59,999.99	3.50%	7.00%	10.50%	14.00%
	64,999.99	4.25%	8.50%	12.75%	17.00%
	69,999.99	4.75%	9.50%	14.25%	19.00%
	74,999.99	5.50%	11.00%	16.50%	22.00%
	79,999.99	5.75%	11.50%	17.25%	23.00%
	84,999.99	6.00%	12.00%	18.00%	24.00%
	89,999.99	6.50%	13.00%	19.50%	26.00%
	94,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.25%	14.50%	21.75%	29.00%
109,999.99	8.00%	16.00%	24.00%	32.00%	
9,999,999.99	8.75%	17.50%	26.25%	35.00%	
Parent/Child & Husband/Wife:	24,999.99	0.88%	1.75%	2.63%	3.50%
	29,999.99	1.13%	2.25%	3.38%	4.50%
	34,999.99	1.50%	3.00%	4.50%	6.00%
	39,999.99	1.75%	3.50%	5.25%	7.00%
	44,999.99	2.00%	4.00%	6.00%	8.00%
	49,999.99	2.50%	5.00%	7.50%	10.00%
	54,999.99	3.75%	7.50%	11.25%	15.00%
	59,999.99	4.25%	8.50%	12.75%	17.00%
	64,999.99	5.25%	10.50%	15.75%	21.00%
	69,999.99	5.75%	11.50%	17.25%	23.00%
74,999.99	6.50%	13.00%	19.50%	26.00%	

79,999.99	6.75%	13.50%	20.25%	27.00%
84,999.99	7.00%	14.00%	21.00%	28.00%
99,999.99	7.50%	15.00%	22.50%	30.00%
9,999,999.99	8.75%	17.50%	26.25%	35.00%

H. Employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the purpose of being reimbursed for eligible “out of pocket” medical expenses. Employees electing to participate in the program will be charged three (3) dollars per month and must comply with all aspects of the program. This program is strictly voluntary.

I. In order for an employee hired after 1/1/2017 to be eligible for benefits in retirement they must meet the 25 year requirement in the pension system and be an employee of Stafford Township for not less than 10 years.

ARTICLE XXII
ADDITIONAL BENEFICIARIES BENEFITS

A. The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee’s accrued sick, vacation, and personal day benefits up to the maximum amounts provided in this agreement.

ARTICLE XXIII
HOLIDAYS

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

- NEW YEAR'S DAY**
- MARTIN LUTHER KING DAY**
- PRESIDENT'S DAY**
- GOOD FRIDAY**
- MEMORIAL DAY**
- FOURTH OF JULY**
- LABOR DAY**
- COLUMBUS DAY**
- GENERAL ELECTION DAY (NOVEMBER)**
- VETERAN'S DAY**
- THANKSGIVING DAY**
- DAY AFTER THANKSGIVING**
- CHRISTMAS DAY**

Any Holiday falling on a Saturday or Sunday will be celebrated on either the preceding Friday or the following Monday

ARTICLE XXIV
PERSONAL DAYS

A. All employees covered under this resolution shall be entitled to six (6) personal days which shall be used for personal business. Personal days shall not be accumulated from year to year and shall not be earned while on sick leave or disability leave, and shall be prorated to time worked in the current calendar year, Employees shall be permitted to redeem up to two (2) unused personal days to be rolled over into the employees sick bank per year upon notification.

ARTICLE XXV
EDUCATIONAL INCENTIVES

A. Subject to the availability of funds in each departmental budget, a fulltime employee may take up to three (3) courses in an institution of higher learning in any semester which of course is directly related to a major that pertains to the position with the Township that the employee works or aspires to in the municipal government field, as determined and approved, in advance, by the Township Administrator. All requests must be made in writing to the administrator in December of the year prior to the courses being taken. Methods of payments shall be as follows:

1. The employee may request from the township and receive payments to prepay said courses he/she wishes to enroll in upon completion of said enrolled course, said employee within two weeks, must present to the Township Administrator proof of passing grade, or said employee must reimburse the township within six (6) months all monies received from the Township for that particular prepaid course for failing to produce the required proof.
2. If the employee receives a passing grade, she/he will submit to the Township Administrator proof of said passing grade, at which time he/she will authorize the Chief Financial Officer to reimburse said employee for said course.
3. If the employee shall leave his/her position with Stafford Township within two (2) years of receipt of payment of said Tuition monies from the Township, said employee shall be obligated to repay said tuition payments to the Township in full within thirty (30) days of his/her departure.

4. Prior to issuing any payment or reimbursement, all employees shall execute a legal agreement with the township agreeing to reimburse the township if they fail to meet any of the conditions stated herein.

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

1. Total tuition, but not more than the current tuition rate for New Jersey State colleges, to the employee up to the completion of a Bachelor's Degree, which courses are approved by the Middle State Union of Colleges and Schools.

2. The Township shall provide annual payment for degrees that are pertaining to an employee's position, deemed to be job related, and are from an accredited college or university in the following manner:

Associate's Degree	\$1,500.00
Bachelor's Degree	\$2,500.00
Master's Degree	\$3,000.00
Doctorate	\$3,500.00

Employees hired after January 1, 2017 are not eligible for educational incentive payments where a specific level of education is required in order to obtain the position.

- a. Educational incentive pay shall be included in and become a part of base salary for pension purposes.

ARTICLE XXVI **VACATIONS**

A. All full-time employees shall be granted vacation as follows:

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

2. During the second year of employment : One (1) vacation day for the 13th through 21st month of employment, 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 12th year for a total of 26 days.

B. All full time employees shall have one of the following options concerning their vacation time during each calendar year:

1. Each member may utilize all or part of their vacation granted to them during the calendar year including any accumulated time from previous years.
2. All members of this bargaining unit will be entitled to sell back a combination of twenty-five (25) sick, vacation or personal days but not more than twelve (12) sick or personal days in one year. Employees will be required to notify finance of their intent to sell back sick time by February 1st of the year in which they anticipate payment. Employees will also be required to notify finance of their intent to sell back vacation time by November 1st of the year in which they anticipate payment. Both sick time and vacation time will be paid out in December each fiscal year. Any employee hired after 1/1/14 will only be permitted to sell back vacation time.

C. Vacation days shall be accrued in equal monthly installments according to the length of service.

ARTICLE XXVII
RATES OF PAY

A. All rates of pay shall be established and attached in Appendix A of the collective agreement which shall comport with the following: employees covered by this Collective Bargaining Agreement who are employed by the Township as of the date this Agreement is executed shall receive a salary increase as follows:

2017: 2.0%

2018: 2.0%

2019: 2.0%

2020: 2.0%

ARTICLE XXVIII
LONGEVITY

A. Employees hired prior to January 1, 2014, shall be paid in addition to an together with the salaries set forth in the Salary Ordinance of the Township, additional compensation based upon length of service with the Township of Stafford, as fixed and determined according to the following schedule:

1. For employees hired prior to January 1, 2002:

Commencing first day of 5th year 2% of employee base salary

Commencing first day of 9th year 5% of employee base salary

Commencing first day of 13th year 7% of employee base salary

Commencing first day of 17 th year	9% of employee base salary
Commencing first day of 20 th year	10% of employee base salary
Commencing first day of 24 th year	12% of employee base salary

2. For employees hired after January 1, 2002:

Commencing first day of 5 th year	\$ 500.00
Commencing first day of 9 th year	\$1,250.00
Commencing first day of 15 th year	\$2,000.00
Commencing first day of 20 th year	\$3,000.00
Commencing first day of 24 th year	\$4,000.00

3. All employees hired on or after January 1, 2014:

Shall not receive longevity pay.

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

C. Department Heads and Deputy/Assistance Department Heads employed in the capacity shall be calculated as of January 1, 2014, and who remain in the position thereafter shall be entitled to additional longevity pay in accordance with the following schedule:

- Employees with 10 years of service with Stafford Township and 10 years in classification as a department head or deputy department head shall receive an additional \$1,000.
- Employees with 15 years of service and 15 years in classification as a department head or deputy department head shall receive an additional \$1,500.
- Employees with 20 years of service and 20 years in classification as a department head or deputy department head shall receive an additional \$2,000.
- Employees with 25 years of service and 25 years in classification as a department head or deputy department head shall receive an additional \$2,500.
- Employees with 30 years of service and 30 years in classification as a department head or deputy department head shall receive an additional \$3,000.

ARTICLE XXIX
PERSONNEL FILES

A. Upon request and with no less than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Township has the right to have such review and examination in the presence of a designated Township official. The Township recognizes and agrees to permit this review and examination at any reasonable time subject to the above. Furthermore, said review shall be limited as follows:

1. The review shall take place between the hours of 9 a.m. and 3 p.m. on Monday through Friday.
2. The employee's review of his file shall be limited to no more than one and one half (1 1/2) hours.

B. Irrespective of Section A above, the Township shall keep a separate copy of each employee's medical records which cannot be removed nor reviewed by anyone other than the employee, judicial or quasi-judicial officials or designated Township officials.

ARTICLE XXX **RESIGNATION AND TERMINATION**

A. The Township shall notify each covered employee, in writing ninety (90) days prior to the termination of their employment or reappointment, as applicable, as to the status of such employment. In the event the covered individual's employment is to be terminated, they are entitled to their current salary for sixty (60) days, continuation of all health benefits and any and all other terms and conditions of this contract.

B. Upon the resignation or termination of employment, the employee will receive any retroactive monies from the onset of said contract to the final date of employment during a negotiating year(s).

C. All employees hired before January 1, 2017 attaining twenty-five (25) years or more in the P.E.R.S. will receive health benefits for life in accordance with Chapter 88, Retirement benefits. Employees hired after January 1, 2017 must have the requisite 25 years of service in the pension system and a minimum of 10 years of service in Stafford Township to be eligible for health benefits

ARTICLE XXXI **GRIEVANCE PROCEDURE**

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

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

C. The following procedure shall be used to resolve grievances as an exclusive method. All time frames shall be strictly complied with. Failure to comply with said time frame shall constitute a waiver by either party.

D. Procedure

1. Step: A grievant shall submit a written statement of all facts giving rise to the issue within five (5) days of the discipline or alleged contract violation to the Township Administrator. Grievances alleging a non-disciplinary contract violation must specify each section of this Agreement allegedly violated. A grievance affecting a group or class of employees identified within Recognition Clause of this Agreement must clearly identify it as such at its inception.

2. Step 2: The Township Administrator shall notify the grievant of meeting or hearing date within fifteen (15) working days after submission of the grievance. The meeting or hearing shall take place approximately fifteen (15) working days after submission of the grievance, and a written answer shall be provided within ten (10) working days after the meeting or hearing. In the event the Township Council appoints a hearing officer other than the Township Administrator, the hearing officer shall set the hearing schedule for a mutually acceptable date(s) and time(s) at the Township's Municipal Building. The hearing officer shall make findings of fact and recommend a resolution to the Township (or, if established, the Township's Personnel Committee) which may accept, reject or modify the resolution, and take additional testimony or evidence, if desired. In the event the Township takes additional testimony or evidence, the grievant and union representatives shall be present and afford the opportunity to present additional evidence or testimony within the same scope as that taken by the Township. Representatives of the union shall be present during any meeting or hearing including the shop steward off record and witnesses.

3. Step 3: For disciplinary matters the grievant, and for non-disciplinary contract disputes the union, shall have fifteen (15) days from the date the Township's response was due to final a request for appointment of an arbitrator with PERC.

4. Step 4: The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted. The decision shall be final and binding on all parties.

5. Step 5: The Arbitrator has no authority to change, modify or add to the terms or provisions of this Agreement. No more than one grievance may be considered by the Arbitrator absent prior written agreement of the Parties. The Arbitrator shall not consider

group or class grievances unless specifically identified as required within Step 1 of the process.

6. Step 6: All arbitration proceedings shall be closed proceedings and attendance at the proceedings shall be strictly limited to a maximum of two(2) representatives for the Township and two (2) representatives for the Union, the grievant and an attorney for the Township and the Union. All witnesses, other than those identified in the previous sentence, shall be sequestered during the proceeding at the request of either party.

7. The cost of the services of the Arbitrator shall be borne equally by the parties. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring it.

ARTICLE XXXII **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 up to the limits of NJ MEL – Ocean County Municipal Joint Insurance Fund. The Township shall provide to the Union on an annual basis a list of those Union employees covered under the Township's fidelity bonding requirements, and the amounts of those bonds.

ARTICLE XXXIII **SEPARABILITY AND SAVINGS**

- A. If any provisions of this Agreement or any application of the Agreement to any employee is held contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

ARTICLE XXXIV **COMPLETE AGREEMENT**

- A. This Agreement contains and constitutes the complete and entire Agreement between the parties. No additions, waivers, deletions, changes, or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties. If any provision of this Agreement is held to be invalid by a Court of administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time a thirty (30) days' notice is given prior to the annual expiration date.

ARTICLE XXXV
DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of *January 1, 2017 up to and including the 31st day of December, 2020*. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first (1st) day of January, 2017, then all of the terms and conditions of the Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2021.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their hands and seals this ____ day of _____.

Township of Stafford

Union of Management

Mayor

Bargaining Committee

Township Administrator

Bargaining Committee

APPENDIX A
INCLUDED POSITIONS AND BASE SALARIES

	2017 THROUGH 2020			
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Court Administrator	\$ 85,889.00	\$ 87,607.00	\$ 89,359.00	\$ 91,146.00
Community Development Dir	\$ 85,889.00	\$ 87,607.00	\$ 89,359.00	\$ 91,146.00
Recreation Director	\$ 91,889.00	\$ 93,727.00	\$ 95,601.00	\$ 97,513.00
Purchasing Agent	\$ 99,046.00	\$ 101,027.00	\$ 103,048.00	\$105,108.00
Computer Network Adm	\$ 99,960.00	\$ 101,959.00	\$ 103,998.00	\$106,078.00
Constructional Offcl/Zng Off	\$ 115,265.00	\$ 117,571.00	\$ 119,922.00	\$122,320.00
Fire Official	\$ 76,479.00	\$ 78,008.00	\$ 79,568.00	\$ 81,160.00
Assistant CFO	\$ 86,648.00	\$ 88,381.00	\$ 90,148.00	\$ 91,951.00
Deputy Tax Collector	\$ 61,345.00	\$ 62,572.00	\$ 63,823.00	\$ 65,100.00
Deputy Tax Assessor	\$ 64,767.00	\$ 66,062.00	\$ 67,384.00	\$ 68,731.00
Assistant Recreation Director	\$ 64,767.00	\$ 66,062.00	\$ 67,384.00	\$ 68,731.00
Deputy Court Administrator	\$ 64,767.00	\$ 66,062.00	\$ 67,384.00	\$ 68,731.00
Code Enforcement Officer	\$ 73,440.00	\$ 74,909.00	\$ 76,407.00	\$ 77,935.00
Deputy Network Administrator/Help Desk	\$ 56,100.00	\$ 57,222.00	\$ 58,366.00	\$ 59,534.00
Special Foreman Assistant	\$117,141.00	\$119,483.82	\$121,882.26	\$124,319.91

APPENDIX B

List of Supervisors –

Hired before January 1, 2014 entitled to Department Head Longevity:

Carol Jenkins

Betti Anne McVey

Nicola Reid

Christopher Smith

Robert Gaestel

Heidi Michel

Ruth Hendricks

Nichole Erdin

Beth Mathis

Jason Hazelton

Cindy Gaskill

Robert Yak