

AGREEMENT

Between

TOWNSHIP OF STAFFORD

and

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 71 LOCAL 3304A**

Effective January 1, 2005 through December 31, 2008

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PREAMBLE

This Agreement made this _____ day of _____, 2005 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 3304A OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 71**, hereinafter referred to as "Union" or "AFSCME", represents the complete and final understanding of 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 the 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 titles:

Assessing Clerk	Sr. Assessing Clerk
Principal Clerk/Typist	Clerk/Typist
Clerk/Typist-Police Dept.	Sr. Clerk/Typist-Police Dept.
Clerk/Typist/Receptionist Police Dept.	Police Clerk/Matron
Principal Clerk Typist/ Planning Board Secy.	
Principal Tax Clerk	Control Person
Field Appraiser	Principal Assessing Clerk
Sr. Clerk/Typist	Violations Clerk
Telecommunicator/Matron	Crossing Guard
Sr. Clerk/Bookkeeper	Clerk/Typist/Receptionist
Clerk/Bookkeeper	Police Service Representatives

Purchasing Specialist	Water/Sewer/Tax Collection Clerk
Technical Asst. to the Construction Official	Payroll & Benefits Coordinator
Land Use Board Secretary	
Recreation Specialist	

C. In the event that the above listed classifications are retitled or in the event that additional classifications are added to a Township roster which would be eligible for inclusion of the above unit of this Article, such classification shall be specifically included in this section, upon the mutual agreement of the Township and the Union.

D. Part time employees hired after 7/1/02 must work a minimum of 1,040 hours annually (average of 20 hours per week) to be eligible for benefits including but not limited to pro-rated vacation leave, sick leave, paid holidays, and fringe benefit coverage such as hospitalization, major medical, dental, vision and prescription coverage. In making the determination whether an employee meets this threshold, the township will examine the hours worked in the previous calendar year.

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 30 days of initial employment within the unit, and all newly hired permanent employees who do not join within 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 the amount equal to no more than 85% 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 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 membership dues, fees and assessments, shall be as certified to the Township by the Union at least 30 days prior to the month in which the deduction of union dues is to be made.

C. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary/Treasurer AFSCME, District Council #71, 2299 Fries Mill Road, Williamstown, New Jersey 08094, 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 15 minutes per day during working hours to discuss specific grievances. A request may be made by the union steward to the appropriate department head if additional time is necessary to discuss a specific grievance up to a total of one hour. The approval of the department head shall not be unreasonably withheld.
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 25 square feet.

C. Union Conference and Conventions

1. Leave will be granted to Union delegates to attend

conventions and conferences not to exceed 2 persons for a total of 8 days maximum without pay during the year of the bi-annual AFSCME Conference. Employees shall only be excused if their absence will not unduly disrupt the orderly operation of the department as determined by the Township Administrator.

2. Requests for Union delegates to attend the conventions in C-1 must be submitted to the Township Administrator no less than 60 days prior to the start of the convention.

3. The President and Vice President of the local union Chapter will be granted, in the aggregate, no more than 10 days off with pay to attend Council 71 Executive Committee meetings.

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, full-time or part-time, because of race, creed, color, age, sex, marital status, religion, national origin, union, non-union or political affiliation.

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

D. The Township agrees to conform with the Americans with

Disabilities Act without discrimination.

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 vacations 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 affected 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/her seniority in his/her classification, provided the more senior employee is able to do the available work in the most satisfactory manner. The Township will make every effort to reassign employees who have been laid off and who possess qualifications to work in another department. Further, if the Union believes that an employee with greater qualifications has been laid off before an employee with lesser qualification, the Union shall have the right to avail itself of any remedies provided under this agreement in an attempt to resolve this matter.

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 2 years, at which time all relationship to the Employer is lost.

F.If a question arises concerning 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 in the police department shall be calculated in the same manner as all other employees included within this bargaining unit in accordance with the terms and conditions of this agreement. Seniority of part time employees shall be calculated on a prorated basis based on the number of hours of a full time employee in the same job classification. The seniority of a part time employee shall not affect the rights of a full time employee under this agreement for the purpose of scheduling vacation time.

I. The parties agree that only seniority (i.e. length of service) as a Telecommunicator shall be the sole criteria and sole seniority to be considered in selection and scheduling of vacation days and rotation of overtime for Telecommunicators.

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 and Police Service Representatives are considered to be 40 hours per week employees. They shall receive a paid meal period, not to exceed one-half hour, during the 8 hour shift period the employee is working. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied. If an emergency is determined by Shift Commander or Department Head, the one-half hour shall be paid at time and one-half.

C.All other employees covered by the Agreement are considered to be 35 hours per week employees. All such employees are entitled to a 1 hour non-paid meal period for each shift of 7 hours.

D.After 6 consecutive days, any employee assigned to work in a higher classification for the 7th consecutive work day shall be paid at the higher rate retroactive to the first day of assignment. Employees assigned to work temporarily in a job classification with a lower rate of pay shall not be penalized and therefore shall be paid at the higher hourly rate for all hours worked. This provision shall not apply to situations where positions have been eliminated.

E.All employees shall be granted two (2) fifteen minute breaks, one during the first half of their work shift and the second

during the last half of their work shift. All breaks shall be scheduled by the department head in accordance with the demands of the department.

F. Qualified employees assigned to work as Telecommunicators shall be paid at the Telecommunicators rate of pay based on the employee's existing step on the salary guide from the first hour worked forward.

ARTICLE VII

OVERTIME

A. Overtime shall be defined as any work performed beyond the normal work day for all full and part time employees under this Agreement. Overtime shall be compensated at the rate of one and a half times the employee's regular rate of pay. Overtime worked on a Sunday or a holiday shall be compensated at double time the employee's normal hourly rate, provided that the hours worked are not on the employee's regular shift, i.e. a time for which the employee would have been paid holiday pay. Overtime may be paid in monetary compensation OR, at the employee's discretion, be taken in the form of compensatory time if authorized by the department head or township administrator PRIOR TO the time having been worked by the employee. Employees shall be permitted to carry over up to 1 work week of equivalent hours which is either 35 or 40 hours (based on the hours worked in one week) of compensatory time from one year to the next with the understanding that the scheduling and utilization of compensatory time shall be in accordance with the existing township policy for advance scheduling of leave time.

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. Bargaining Unit employees that wish to be offered overtime hours in other departments shall be permitted to place their name on a Township wide sign up sheet. This list shall be posted for interested parties on or about January 2nd of each year. The list shall be posted for a period of least 5 working days. At the end of the posting period, the Township Administrator will arrange the list in order of seniority (most senior names first). If during the year a department is in need of additional assistance which will require additional employees on an overtime basis over and above the employees in that department, employees will be assigned to that department based on the order contained on the list provided that the employees possess the qualifications to perform the work as determined by the Township Administrator. Employees will be assigned on a rotating basis from the list starting with the most senior employees. If an employee refuses an overtime assignment twice during the year, that employee's name shall be removed from the list. This list shall not apply to overtime work for Telecommunicators or Police Service Representatives/Matrons.

C. 1a. Overtime that does not require a particular specialization is to be rotated between and among employees of the police department as much as possible and, to that end, on or about 1/1 of each year a notice and sign up sheet will be posted in the police department notifying ALL AFSCME employees of possible overtime for the ensuing year, including but not limited

to Hooked on Fishing, community Christmas Program, etc.

D. Any employee who shall be required to appear before any grand jury or at any municipal, county, superior or supreme court proceeding arising out of his/her employment 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 compensation. When such appearance occurs outside his/her assigned daily hours, he/she shall receive monetary compensation in accordance with the overtime provisions of this agreement.

E. If at least 80% of an employee's shift occurs on a Sunday, then the township would agree that ALL hours in that shift shall be compensated at double time. The final interpretation of this article shall rest with the Township Administrator.

F. An overtime list shall be maintained in the communications room within the Police Department listing in seniority order, the telecommunicators, telecommunicators/matrons, and police clerk/matrons for the purpose of assigning overtime. Overtime hours shall be offered to full time employees prior to granting part time employees additional hours over and above the regularly scheduled hours for part time employees. Overtime opportunities for Telecommunicators shall first be offered to **full time** Telecommunicators prior to the time being offered to other part time Telecommunicators and/or other full time employees who are qualified and utilized as "fill in" Telecommunicators.

G. An overtime seniority list shall be established and posted in the police department for the Police Service Representatives with full time PSR's being offered overtime first, similar to the above-referenced change pertaining to Telecommunicators.

ARTICLE VIII

CALL IN PAY

A. An employee who is called in to do work outside of his/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 4 hours payable at one and one-half times his/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 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 purpose of "Call in Pay" is to compensate an employee for the inconvenience of being called in to work after their normal working hours. The supervisor of the department shall have the right to require the employee to work the full (4) hours for the purpose of completing the job for which the employee was called in to perform. There shall be no Call In pay compensation for work that should have been completed by the employee prior to the completion of the employee's normal work shift.

E. **Unless in cases of emergency,** employees who are off on approved leave (i.e. vacation, personal, sick or compensatory time) cannot be ordered in 16 hours prior to or after the shift

for which they have received approved leave.

ARTICLE IX

WAGES

A. All employees covered by this Agreement shall be paid in accordance with the following schedule in 1/1/05 through 12/31/08:

<u>CATEGORY I EMPLOYEE</u>	<u>2005 HR RATE</u>	<u>2006 HR RATE</u>	<u>2007 HR RATE</u>	<u>2008 HR RATE</u>
First Year	\$ 15.80	\$ 16.42	\$ 17.06	\$ 17.72
Second Year	\$ 16.88	\$ 17.54	\$ 18.23	\$ 18.94
Third Year	\$ 17.97	\$ 18.68	\$ 19.40	\$ 20.16
Fourth Year	\$ 19.08	\$ 19.82	\$ 20.59	\$ 21.40
Fifth Year	\$ 22.25	\$ 23.12	\$ 24.02	\$ 24.96
Sixth Year	\$ 23.66	\$ 24.58	\$ 25.54	\$ 26.53

CATEGORY I INCLUDES:

Sr. Clerk/Bookkeeper
Purchasing Specialist
Payroll/Personnel Clerk
Principal Clerk Typist/Planning Board Secy
Technical Asst to Construction Official
Land Use Board Secretary
Police Clerk/Matron
Recreation Specialist
Telecommunicator/Matron - in Category I as of 1/1/06

CATEGORY II EMPLOYEES

First Year	\$ 15.25	\$ 15.85	\$ 16.46	\$ 17.11
Second Year	\$ 16.34	\$ 16.98	\$ 17.64	\$ 18.33
Third Year	\$ 17.43	\$ 18.11	\$ 18.82	\$ 19.55
Fourth Year	\$ 18.52	\$ 19.25	\$ 20.00	\$ 20.78
Fifth Year	\$ 21.32	\$ 22.15	\$ 23.02	\$ 23.91
SIXTH YEAR	\$ 21.89	\$ 22.74	\$ 23.63	\$ 24.55

CATEGORY II INCLUDES

Field Appraiser
Principal Tax Clerk
Control Person
Land Use Board Secy
Principal Clerk Typist
Water & Sewer/Tax Collection Clerk
Telecommunicator/Matron (Moved to Category I as of 1/1/06)

CATEGORY III EMPLOYEES

FIRST YEAR	\$ 14.64	\$ 15.21	\$ 15.80	\$ 16.42
SECOND YEAR	\$ 15.72	\$ 16.33	\$ 16.97	\$ 17.63
THIRD YEAR	\$ 16.81	\$ 17.47	\$ 18.15	\$ 18.85
FOURTH YEAR	\$ 17.90	\$ 18.60	\$ 19.32	\$ 20.08
FIFTH YEAR	\$ 18.97	\$ 19.71	\$ 20.48	\$ 21.28
SIXTH YEAR	\$ 21.14	\$ 21.97	\$ 22.82	\$ 23.71

CATEGORY III INCLUDES

Senior Clerk Typist
Clerk Bookkeeper
Principal Assessing Clerk
Land Use Board Secy
Violations Clerk

CATEGORY IV EMPLOYEES

FIRST YEAR	\$ 14.34	\$ 14.90	\$ 15.48	\$ 16.08
SECOND YEAR	\$ 15.43	\$ 16.03	\$ 16.66	\$ 17.31
THIRD YEAR	\$ 16.51	\$ 17.15	\$ 17.82	\$ 18.52
FOURTH YEAR	\$ 17.61	\$ 18.30	\$ 19.01	\$ 19.75

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
FIFTH YEAR	\$ 18.71	\$ 19.44	\$ 20.20	\$ 20.99
SIXTH YEAR	\$ 20.90	\$ 21.72	\$ 22.57	\$ 23.45
<u>CATEGORY IV INCLUDES</u>				
Clerk Typist				
Crossing Guard				
<u>CATEGORY V EMPLOYEES</u>				
FIRST YEAR	\$ 11.65	\$ 12.10	\$ 12.57	\$ 13.06
SECOND YEAR	\$ 12.61	\$ 13.11	\$ 13.62	\$ 14.15
THIRD YEAR	\$ 13.56	\$ 14.09	\$ 14.64	\$ 15.21
FOURTH YEAR	\$ 14.53	\$ 15.09	\$ 15.68	\$ 16.29
FIFTH YEAR	\$ 15.48	\$ 16.09	\$ 16.71	\$ 17.36
SIXTH YEAR	\$ 18.41	\$ 19.13	\$ 19.88	\$ 20.65

CATEGORY V INCLUDES

Police Service Representatives

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>Separate Category Only for:</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>
Payroll Coordinator	\$ 45,574.88	\$ 47,352.30	\$ 49,199.04	\$ 51,117.81

A. The parties mutually agree that it would be in their collective best interest to be able to implement a new salary scale that reduces the categories shown in this section. To that end, the parties agree to a "re-opener" provision in the current agreement which expires 12/31/08, for negotiation and possible implementation of a new salary scale if ratified by both parties. This re-opener provision shall only apply to the salary scale as described in this section.

B. The position of "Land Use Board Secretary" shall be listed under categories I, II, and III. An employee who has completed the Rutgers University sponsored State courses for Land Use Secretary, passed the requisite examination, and has at least five years of work experience as a Land Use Board Secretary shall be paid under the Category I scale. An employee who has completed the Rutgers University sponsored State courses for Land Use Secretary (but not yet passed the State examination) and has at least two years of work experience as a Land Use Board Secretary

shall be paid under the Category II scale. An employee who has not completed the Rutgers University sponsored State courses and has less than 2 years of work experience as a Land Use Board Secretary shall be paid in accordance with the Category III scale.

C. The "Police Service Representative" position has been replaced by "Police Service Representative/Matron." A \$500 annual stipend shall be paid on the first payroll in December of each year to only those Police Service Representatives who perform the expanded duties of Matron.

D. Part Time Telecommunicators/Matrons shall receive an hourly rate of pay based on the hourly rates shown under Category II.

E. Employees working the midnight shift in the police department shall be paid the following hourly shift differentials in addition to their hourly rate of pay:

a) .90 beginning 1/1/04

F. Pay periods shall be determined by the employer for the duration of this contract. Employees will be paid no less frequently than on a bi-weekly basis. Any errors on an employee's pay check which substantially or significantly impacts the employee's pay will be corrected within 3 working days from the issuance of the check. A "significant" or "substantial" impact would be an error that would alter the employee's pay by ten (10%) or more. If the error is minor in nature, it would be corrected on the ensuing pay check that would be issued for the next pay period.

G. Once an individual has been appointed by the Township to a position included under this agreement, the individual is not eligible for advancement to the next step within the Category until one year following the initial appointment. Similarly, all advancements from one step to the next step within Categories shall be no more frequently than on an annual basis. Nothing included herein, however, shall limit the township's management right to re-evaluate and reclassify a position based on conditions that exist within that department at that time.

H. Clerical employees in the Building Inspection Department in job classifications that pay less than a Control Person shall receive an annual stipend of \$500.00 for annual rotation of duties. It is understood that if the current rotation is discontinued, the stipends will end as well.

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>YEARS OF SERVICE</u>	<u>INCREMENTS OF BASE PAY</u>
Upon entering the 1st day of the 5th year of employment	2%
Upon entering the 1st day of the 9th year of employment	4%
Upon entering the 1st day of the 13th year of employment	7%
Upon entering the 1st day of the 17th year of employment	8%
Upon entering the 1st day of the 20th year of employment	10%
Upon entering the 1 st day Of the 24 th year of Employment	12%

B. Longevity pay shall commence upon attainment of the specified increment level in the pay period immediately following the increment date.

C. The following lump sum longevity scale shall apply to all new employees hired on or after 7/1/02:

- Beginning the 1st day of the 5th year \$500
- Beginning the 1st day of the 9th year \$750

- Beginning the 1st day of the 13th year \$1,000
- Beginning the 1st day of the 17th year \$1,500
- Beginning the 1st day of the 20th year \$2,000

ARTICLE XI

SICK LEAVE

A. Service Credit For Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based upon their aggregate years of service. 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. 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 also be used for up to 10 days per year for the attendance of the employee upon a member of the immediate family who is seriously ill. "Family sick leave" shall be used in minimum 1 day increments. Other family illness leave will be determined on a case-by-case basis by the Township Administrator.

2. For the purposes of this Article, immediate family means mother, father, spouse, child, foster child, grandfather and grandmother of the employee. It shall also include relatives of the employee residing in the employee's household.

B.Sick Leave

1. For permanent employees, sick leave with pay shall accrue to any full-time employee on the basis of 1 working day per month during the remainder of the first calendar year of initial employment and 15 days in every calendar year thereafter. Employees may accumulate up to 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 entitlement 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.

5. Sick leave shall be calculated and may be utilized on an hour-for-hour basis.

C.Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her 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 3 consecutive days shall constitute a resignation.

2. An absence due to illness on a Monday or a Friday of the day preceding or following a paid holiday may require a written statement of the attending physician when the Township has previously notified the employee of such requirement.

D. Service-Connected Illness, Injury/Disability Leave

1. Self-inflicted injuries or 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, workers compensation leave or disability leave for 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 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 totalling 10 days in 1 calendar year, consisting of

periods of less than 8 days, may be required to submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic and recurring nature requiring absences of 1 day or less, in which case only 1 certificate of illness shall be necessary for a period of 6 months.

b. The Department Head 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 cases of leaves 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 1st, 1999, any employee who has accumulated more than 15 days of sick leave may "redeem" sick days in accordance with the following schedule:

1. Employees may redeem up to 5 days of sick leave regardless of the amount of sick leave utilized during

the calendar year.

2. Employees may redeem between 5 and 10 days of sick leave per year if they have utilized 2 days or less of sick leave during the year.
3. Employees may redeem 10 to 15 days per year if they have utilized 0 sick days during the 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. Police personnel shall notify the Chief of Police, and provide a copy to the Township Administrator. Payment for the "redeemed" sick leave days shall be made on the first pay day in February.

ARTICLE XII

HOLIDAYS

A. The following shall be paid holidays for all employees

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. All employees, except police personnel, who are required to work on any of the above listed paid holidays, shall receive their regular rate of pay, plus a premium rate of one and a half times their hourly rate of pay. All employees who are not scheduled to work shall receive their regular day's pay. Any overtime worked on a holiday shall be paid in accordance with Article VII, Section A of this agreement.

C. Police Personnel

1. All police personnel covered under this agreement shall be paid for 13 paid holidays (one day's pay at straight time for each holiday).

2. Pursuant to established departmental policy, police department employees who do not work on holidays must take approved leave (vacation leave, personal day, or sick leave). Following receipt of appropriate department head approved leave forms by the Finance Department, employees

will be issued one day's pay at straight time in addition to the holiday pay.

3. If employees work on any of the 13 paid holidays, they shall be paid at a rate of time and one-half for all hours worked on that day in addition to the holiday pay.

D. An employee who works a full shift on Thanksgiving or Christmas shall receive an additional stipend of \$50.00.

E. Easter Sunday shall be considered as a paid holiday for Telecommunicators and Police Service Representatives who work on that day.

PAID VACATION

A. All employees covered by this Agreement shall receive vacation days as follows: First year employees will earn 1 vacation day per month after the first 2 months of employment, totaling 10 days after the first year worked, at a rate of 1 day per month, until they have completed at least 12 months of employment, at which time they will be eligible to receive vacation on a calendar year basis. To be eligible to receive vacation on a calendar year basis, the employee must have started work before January 5th of that year of employment. If they have not reached 12 months of employment when the next calendar year begins, the employee will receive 1 vacation day per month until the next or third calendar year begins.

Vacation time as per calendar year will be as follows:

2nd Year	15 days
3rd Year	16 days
4th Year	17 days
5th Year	18 days
6th Year	19 days
7th Year	20 days
8th Year	21 days
9th Year	22 days
10th Year	23 days
11th Year	24 days
12th Year	25 days
After 12th Year	25 days

B. Notwithstanding paragraph (A) above, employees hired subsequent to January 1, 1996 will be entitled to paid vacation leave pursuant to the following schedule:

1. After the first full year of employment until the end of the fourth year: 12 vacation days per year.

2. After four full years of employment until the end of the eleventh year of employment: 15 vacation days per year.

3. After eleven full years of employment until the end of the nineteenth year of employment: 20 vacation days per year.

4. After the nineteenth year of employment and for every year of employment thereafter: 25 vacation days.

C. 1. The Department Head or designee shall designate the date upon which all vacation requests are due. Vacation requests shall be considered in order of seniority. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Department Head or designee in deciding how many employees may be absent from duty at any one time.

2. Except to the extent of the managerial decision in approving a vacation violates the seniority requirement of this Agreement, management's prerogative to determine the number of individuals on vacation at any one time is not subject to the grievance procedure of this Agreement.

D. 1. An employee shall receive a response to a written vacation request no later than 1 week from the date of said

request.

2. Requests for vacation shall be returned to the immediate supervisor. Vacation should not be unreasonably denied.

E. 1. If and when an employee leaves employment for any reason, the employee should be compensated for any vacation time.

2. An employee may accumulate a maximum of 1 year vacation time to be carried for the succeeding year. An employee may not exceed an accumulation of two year's vacation time in any given year.

F. 1. Employees in the police department may schedule $\frac{1}{2}$ of their annual vacation allotment by 1/31 of each year based on seniority with the most senior employees receiving preference for scheduling $\frac{1}{2}$ of their annual vacation allocation by January 31st of each year.

2. If emergent staffing needs require that a vacation must be cancelled, the affected employee shall be given a choice of working and receiving their regular rate of pay plus an additional vacation day for each cancelled OR being paid at the appropriate overtime rate for all days worked that were originally scheduled as vacation days. Vacation time shall be rescinded based on seniority with least senior employees being impacted first UNLESS unique circumstances exist which require the presence of a specific employee to handle the specific emergent needs of the department.

3. Employees shall be permitted to sell back up to 5

vacation days each year. Payment will be made on the first pay period in December of each year provided that the employee submitted a written request to the Chief Financial Officer by August 1st of each year for which the employee is seeking payment.

4. Former employees of the Stafford Municipal Utilities Authority currently working for the township are permitted to utilize their years of service for the purpose of vacation allocation under the contract and for purposes of longevity. It is mutually agreed, however, that their service time with the SMUA shall not count in their employment with the township for seniority including any "bumping rights" or the scheduling of vacations.

5. Vacation Leave, Sick Leave, Compensation Time and Personal Days may be used in hourly (1 hour) increments.

ARTICLE XIV

CLOTHING ALLOWANCE

A. The clothing allowance and maintenance arrangements for employees for the Police Department which is currently in effect shall be continued during this Agreement.

B. The following uniforms are to be made available to the police department employees annually.

2 sweaters

2 pair of pants and 2 skirts or a combination

thereof

Replacement of up to 5 summer shirts and 5 winter shirts if necessary.

Employees shall be reimbursed up to \$75.00 per year for shoes with the appropriate written approval of the department head and purchasing agent. It shall be the employee's option as to the type of shoe they choose within the guidelines provided by the police department.

C. The township will pay for the cost of dry cleaning of uniforms.

D. The township also agrees to provide uniforms and dry cleaning of uniforms at no cost to the employee for any uniforms required by a department head. (ie: assessor's office).

ARTICLE XV

LEAVES

A. Personal Days

1. Employees will be entitled to 6 personal days per year, and, are eligible to be paid for up to 2 unused personal days. Payment for said unused personal days will be made at the same time the employee receives money from the Township for the employee's "sell-back" of sick days from the previous year.

B. Death in Family

1. Employees shall receive 5 working days off with pay (commencing on the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, great grandchild, guardian children, and foster children residing in the house at the time of death. NOTE: Employees may receive up to 7 days of leave for the death of a parent, spouse or child/dependent.

2. The employee shall receive 1 day off with pay (day of burial and only if funeral services are attended) for the following: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree, guardian children or foster children not residing in the house at the time of death.

3. When the deceased is buried in another city and the employee will be unable to return to duty with the leave granted in this section, exceptions to the above may be granted upon verification of such circumstances to the Township Administrator.

4. The Township Administrator may grant, at his/her discretion, up to 3 days for death not specified based on unique circumstances as presented and documented by the employee.

C. Jury Duty

An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily compensation. Any employee who is called

for jury duty in Federal Court (Trenton or Newark) shall be excused from their work shift regardless of the shift they are scheduled to work for that day. For jury duty in Superior Court (i.e. Toms River or the County Seat of the employee's home county) for all employees working the "day shift" (police and non-police personnel), if the employee is dismissed prior to 9:30AM, the employee shall be required to report to work for the remainder of the day. "Day shift" employees shall not be required to report to work if they have not been excused prior to 12:00 noon. Employees scheduled to work the "evening shift" shall be required to work if the employee is dismissed prior to 9:30 AM. Employees scheduled to work the "midnight shift" shall not be required to report for work that day.

ARTICLE XVI

INSURANCE

A. Personal Liability

The township shall continue to maintain liability insurance coverage through the Ocean Joint Insurance Fund for employees covered under this agreement.

B. Hospitalization

1. All employees covered under this Agreement shall be entitled to hospitalization and medical benefits, same as present coverage or its equivalent. For purposes of this agreement "present coverage" shall be defined as the New Jersey

State Health Benefits Plan in effect for all township employees under group number 92000-0001 as of 1/1/02.

C. Dental Plan

All employees covered under this Agreement shall be entitled to choose from either of the following two plans provided by Horizon/Blue Cross & Blue Shield of NJ under group #96012-00 for dental insurance coverage:

- A. Managed Dental Choice (MDC)
- B. Dental Option Plan (traditional fee schedule plan with PPO enhancement)

D. Prescription Drugs

Upon the signing of this Agreement, all members covered by this Agreement shall be entitled to a Prescription Drug Plan for family coverage provided through the State of NJ Prescription Drug Plan, Group #09200 as follows: \$1.00 co-pay for generic drug, \$5.00 for brand name drugs.

E. Optical Plan

All employees covered by this Agreement shall be entitled to the Group Vision Services Care Plan in effect as of 1/1/05 or its equivalent.

F. Part-time Employees

Part-time employees in the bargaining unit who work 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 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-rated basis.

G. Commencing January 1, 1990, the Township agrees to provide hospitalization and medical benefits as listed in Section "B" of this Article to any and all employees, past and present, who have successfully completed 25 years of active service or are eligible for disability 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.

H. All current premium co-pay amounts shall remain in effect until 7/1/05. Effective 7/1/05, all employees shall be subject to the following new premium co-pay amount through bi-weekly payroll deductions.

- \$30.00 per pay period for all full time employees with benefit coverage. Consistent with the NJ State Health Benefit Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance coverage.

In addition, when the new premium co-pay amounts of \$30.00 per pay period go into effect as of 7/1/05, the township agrees to enhance the current dental plan by:

- Increasing the annual maximum from the current \$1,000 to \$2,000
- Increasing the orthodontic benefit from the current \$750 to \$2,000

Based on the financial hardship involved, it is explicitly noted that it is the intention of the parties that the premium co-pay shall apply to active employees only and not retirees.

I. The parties acknowledge and agree that the prescription coverage provided by the township is through the NJ State Health Benefits Plan. The current co-pay amounts are \$1.00 generic and \$5.00 for name brand prescriptions. It is likely, however, the NJSHBP will be implementing an increase in these co-pay amounts. As such, any increase in the employee co-pay for prescriptions (up to a maximum of \$5.00 generic and up to \$10.00 "name brand") implemented by the NJ State Health Benefits Plan shall become effective on the date that the NJ State Health Benefits Plan implements the increases. If the State Health Benefits Plan does not implement an increase in the co-pay amounts and if all collective bargaining units do not agree, there shall be no change in the employee co-pay for prescriptions which shall then remain \$1.00 generic and \$5.00 "name brand".

J. Effective 7/1/05, 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 \$3.00 per month and must comply with all aspects of the program. This program is strictly voluntary.

ARTICLE XVII

ADDITIONAL BENEFICIARIES BENEFITS

In addition to the other benefits already provided for, beneficiaries shall be paid for accrued vacation time, earned holiday pay, and sick leave as per the retirement schedule set forth in Article XIX, Section D, upon the death of an employee covered under this Agreement while in the Township's employ.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. For all employees except for 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 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.

3. 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.

STEP ONE

The grievant and/or his representatives shall attempt to resolve the dispute orally with the grievant's immediate supervisor within 20 working days of the occurrence giving rise to the grievance. The supervisor shall respond within 5 working days of the presentation of the grievance.

STEP TWO

If the grievance is not resolved in Step One, the grievant and/or representatives may appeal in writing to the Township Administrator within 10 working days after the answer in Step One

was received or was due. The Township Administrator shall notify the grievant of a hearing date within 15 working days after submission of the grievance. The hearing shall take place no later than 15 working days after the date is set, and a written answer shall be provided to the grievant within 10 working days after the hearing.

STEP THREE

If the grievant is dissatisfied with the Township Administrator's determination, the grievant and/or representatives may invoke binding arbitration of the grievance by notifying the Township Administrator within 30 working days after receipt of the answer from the Township Administrator or the time said answer was due.

STEP FOUR

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

this 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.

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 of the Union 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 may be taken in order to resolve the claim.

2. Initial 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. An employee may be represented at all stages of the grievance procedures by his/her option by representatives of the

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

c. Any and all grievances regardless of department must be presented promptly and no later than 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 for Police Department Employees

STEP ONE

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his/her immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within 10 calendar days of presentation, to be considered further, must be filed in writing within 3 calendar days after the disposition by the supervisor. The grievance shall be presented to the Lieutenant in triplicate

on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Union representatives. The Lieutenant and supervisor involved will meet with the employee and his representatives and attempt to resolve the grievance. A written decision will be made by the Lieutenant and supervisor and returned to the employee and his/her representative within 5 calendar days from its presentation to the Lieutenant.

STEP TWO

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the employee's Captain/Division Commander within 3 calendar days of receipt of written decision in Step One. The Captain/Division Commander or his representative will meet with the employee, his/her representative, supervisor, and representatives of the Employer, as the Captain/Division Commander may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Captain/Division Commander or his representative within 3 calendar days from its presentation to the Captain/Division Commander.

STEP THREE

If dissatisfied with the decision of Step Two, to be considered further, the grievance must be appealed to the Chief of Police within 4 calendar days of receipt of the written decision in Step Two. The Chief of Police or his representative will meet with the employee, his/her representatives, the supervisor, the

Captain/Division Commander, and representative 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 Union representatives within 5 calendar days from its appeal to the Chief of Police.

STEP FOUR

If dissatisfied with the decision in Step Three, to be considered further, the grievance must be appealed to the Township Administrator within 5 calendar days of receipt of the decision in Step Three. The Township Administrator or his/her representative will meet with the employee and/or his/her union representative and the Chief of Police to discuss in attempt to resolve the grievance. Following this meeting, a written decision will be made by the Township Administrator and returned to the employee and Union representatives within 15 calendar days of its appeal to the Township Administrator.

STEP FIVE

a. Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Commission ("PERC") by either party within 30 calendar days of the date of the Employer's decision in Step Four. 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. 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 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 Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within 30 calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as changes are made.

6. The parties agree that a grievance form shall be attached to this contract as Exhibit "A" which allows for mere acknowledgement of receipt, by officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The 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. 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.

C.The Employer shall prepare job descriptions for each classification.

D.Retirement Benefits

When an employee retires, in accordance with the provisions of New Jersey Pension System, the Township shall pay the employee for 50% of no more than 250 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. All employees covered by this Collective Bargaining Agreement shall be subject to a maximum "cap" on the payment of all accumulated and unused leave upon retirement of an amount not to exceed \$15,000.00

E. 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.

ARTICLE XX

DISABILITY

A. All employees shall be enrolled in the NJ State Disability Plan and shall pay the required employee contribution for participation in the State Disability Plan. All employees shall be subject to the regulations, provisions and requirements of the State Disability Plan. Employees will be required to use 8 accumulated sick days prior to collecting benefits under the State Disability Plan. Following the use of 8 sick days, employees may elect to utilize accumulated and unused vacation, sick or personal leave to augment or supplement the amount received under the State Disability Plan; however, the township will not subsidize any payments made to the employee. Due to the time required to process and receive state disability plan payments, if the employee so desires, the township will issue a payroll check to the employee for the initial state disability plan payments with the understanding that the employee must immediately turn in the state disability checks to the township once they have been issued to the employee. Failure to immediately turn over the checks to the township will subject the employee to disciplinary action.

B. The above applies for all employees only if the following conditions are complied with.

C. 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 8 consecutive working 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 Township Administrator may request that the employee be examined by a Township Physician in order to evaluate the employee's disability. Further, the employee's disability must be non-job related in order to qualify for state disability benefits.

ARTICLE XXI
EDUCATIONAL INCENTIVE

A. An employee may take up to 3 courses in an institution of higher learning in any semester which course is related to a major that pertains to the position with the Township which that employee works or aspires to in the municipal government field, as determined and approved, in advance, by the Township Administrator and the employee's department head. Methods of payment shall be as follows:

1. The employee may request from the Township and receive payment to prepay said courses he/she wishes to enroll in. Upon completion of said enrolled course, said employee must, within 2 weeks, present to the Township Administrator proof of passing grade for the enrolled course. If in the event said enrolled

course resulted in a failing grade, said employee must reimburse to the Township within 6 months all monies received from the Township for that particular prepaid course.

OR

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

3. It shall be clearly understood that an employee's request may be denied for budgetary reasons.

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 Bachelors Degree, which courses are approved by the Middle States Association of Colleges and Schools.

2. The Township shall provide payment for degrees, which have been approved by the Township Administrator and deemed to be job related, from an accredited college or university in the following manner:

Associates Degree	\$	1,500.00
Bachelors Degree	\$	2,500.00
Masters Degree	\$	3,000.00

a. Payment of the above-mentioned bonuses shall be paid in a lump sum on the first payday in the month of June in the

calendar year following notice of eligibility to the Township.

b. If the employee shall leave his/her position with Stafford Township within 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 60 days of his/her departure.

c. Employees shall be reimbursed for all text books (and/or required materials) purchased in conjunction with courses as outlined in "A" above.

d. The following annual stipends shall be paid to employees (during the first pay period of June of each year) who have completed the following certification courses and successfully passed written examinations for programs offered by the Rutgers University for employees in the departments as shown only:

1. Tax Assessment Dept. for certified tax assessor - \$750.00
2. Tax Collection Dept and/or Water/Sewer Collection Dept. for certified tax collector - \$750.00
3. Finance Dept. for certified Municipal Finance Officer \$750.00
4. Municipal Court for certified Municipal Court Administrator - \$750.00
5. Township Clerk's Dept. for certified Municipal Clerk -\$750.00
6. Community Development Dept. for certified Land Use Secy/Administrator - \$1,000
7. Building Inspection Dept. for certified Technical Asst. to the Construction Official - \$1,000
8. Purchasing Dept. for certified Purchasing Specialist - \$1,000
9. Recreation Specialist \$750.00

Effective 1/1/06, all stipends currently at \$750.00 shall be increased to \$1,000.

It shall be the responsibility of the employee to provide copies of the certification to their respective department heads in order to request payment. The department head shall review the documentation, determine if it meets the criteria for payment and forward a memo to the Chief Financial Officer for payment with a copy to the Township Administrator

ARTICLE XXII

VACANCY, PROBATION AND PROMOTION

A.Vacancy

1. When there is a vacancy, either as a result of a person having left the position or if newly created, a notice of vacancy shall be posted for 7 days. Such notice shall designate the job qualifications, compensation and assignment location. Notice of actual appointment shall also be posted for a 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 90 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, after 5 days of absence.

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 90 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, after 5 days of absence.

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 the 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 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 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

A. 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. Members of the Police Department covered by this Agreement who are required to attend the above-mentioned meetings and who are on their scheduled day off will be paid for attendance in accordance with Article VIII entitled Call-In Pay.

B. The parties acknowledge that clerical employees assigned to the Police Department have received copies of the Rules and Regulations governing operations of the Police Department and are subject to all provisions enumerated in the Rules and Regulations pertaining to the conduct of civilian employees of the department.

Further, a copy of the Rules and Regulations shall be transmitted to the local AFSCME president on or before the execution of this agreement. Any updates to the Rules and Regulations pertaining to the conduct of any AFSCME members shall be forwarded to the local AFSCME president in addition to being made available to all employees.

ARTICLE XXV

DISCIPLINE AND DISCHARGE

A. Discipline may include the following disciplinary actions:

1. Oral reprimand
2. Written reprimand
3. Suspension (minor)
4. Suspension (major)
5. Discharge

B. No employee shall be disciplined without just cause.

C. An employee shall be entitled to union representation at any stage of the disciplinary procedure when there is a reasonable expectation to believe that an investigation by the employer may lead to disciplinary action. There is, however, a clear distinction to be made between the employer's right to investigate a matter for which union representation is not required and a discussion which in all likelihood will result in disciplinary action. If during the course of an investigation by the employer certain facts arise which cause the employer to believe that the employee may be subject to disciplinary action, then the employer agrees to stop the meeting at that point and immediately advise the employee to contact a union representative to continue the meeting. In addition, the employee shall not be entitled to union representation in the course of the investigation of a crime by the employer.

D. When the Township imposes discipline, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President.

ARTICLE XXVI

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 XXVII

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 XXVIII

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.

ARTICLE XXIX

DURATION

This Agreement shall be retroactive to and in effect from January 1, 2005 through December 31, 2008 and shall continue in effect and full force for 2 years 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 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 _____ day of _____, 2005.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO COUNCIL 71, LOCAL 3304A

TOWNSHIP OF STAFFORD

BY: _____

BY: _____
Carl W. Block, Mayor

BY: _____

BY: _____
Paul J. Shives, Admin.

BY: _____
John Hemmy
Staff Representative

ATTEST:

ATTEST:

Bernadette M. Park, CMC/RMC