

3-0672

**AGREEMENT**

between

Stafford Township

**TOWNSHIP OF STAFFORD, a body politic**

**(County of Ocean) State of New Jersey**

and

**STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**

*A*

**Effective January 1, 1985 through December 31, 1986**

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THIS AGREEMENT made this 26th day of June, 1985, by and between the TOWNSHIP OF STAFFORD, a corporated body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," and the STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION, hereafter referred to as the "SOA," as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as "Employee."

**WITNESSETH:**

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

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

## **ARTICLE I**

### **Recognition and Scope of Agreement**

**Section 1.** The Employer hereby recognizes the SOA as the sole and exclusive representative of all full time Sergeants, Lieutenants and Captains in the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto.

**Section 2.** The bargaining unit shall consist of all of the regular full-time Superior Officers of the Stafford Township Police Department, including Sergeants, Lieutenants and Captains, now employed or hereafter employed with the exception of the Chief of Police of Stafford Township.

**Section 3.** This Agreement shall govern all wages, hours and other conditions of employment set forth herein.

**Section 4.** This Agreement shall be binding upon the parties hereto.

**Section 5.** The SOA recognizes that pursuant to N.J. Statute, they have no right to strike.

## ARTICLE II

### Collective Bargaining Procedure

**Section 1.** Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor and the Employer or his designee and members of the Council as designated by the Township Council of the Township of Stafford and the President of the SOA or his designee, including an attorney provided reasonable notice is given to Employer, together with members of his negotiating Committee, shall be the respective negotiating agents for the parties.

**Section 2.** Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

**Section 3.** Employees of the Employer who may be designated by the SOA to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

### ARTICLE III

#### Discrimination and Coercion

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

**ARTICLE IV**

**Prior Service**

Time spent as a CETA employee (Police Department) or Part-Time Police Officer shall count towards all benefits when he or she becomes a Full-Time Township Police Officer.

## ARTICLE V

### Sick Leave

**Section 1.** All employees covered by this agreement shall receive fifteen (15) days sick leave per year. All sick leave not used shall be accumulated from year to year with no limit.

**Section 2.** Should an employee covered by this agreement retire from employment with the Stafford Township Police Department, the Township shall purchase from said retiring employee fifty percent (50%) of said employee's actual earned and accumulated sick time, up to a maximum of Twelve Thousand Dollars (\$12,000.00). In the event an employee covered by this agreement dies while in the performance of his duty, the Township shall purchase fifty percent (50%) of the actual earned and accumulated sick time, up to a maximum of Twelve Thousand Dollars (\$12,000.00). The payment for same shall be paid to the employee's estate.



## ARTICLE VI

### Personal Days

**Section 1.** All members covered under this agreement shall be entitled to four (4) personal days which may be used for personal business. Personal days shall not be accumulated. The appropriate request forms in accordance with Police Department regulations shall be filed by an employee requesting said personal day.

**Section 2.** Each employee shall attend four (4) departmental meetings (maximum two (2) hours each) per year and all staff meetings required without compensation.

## **ARTICLE VII**

### **Bereavement Leave and Military Leave**

#### **Section 1. Bereavement Leave.**

A. Employees shall receive five (5) working days off with pay (commencing on the day of death) for the following individuals: father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild.

B. The Employee shall receive one (1) day off with pay (day of burial and only if funeral services are attended) for the following: uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree.

C. Exceptions to this section may be made 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.

#### **Section 2. Military Leave.**

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

## ARTICLE VIII

### Overtime

**Section 1.** The Employer agrees that overtime consisting of time and one half (1½) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.

**Section 2.** Employees shall not be paid overtime for hours or work in excess of the normal work day unless such overtime is authorized by the Chief of Police.

**Section 3.** Any member who shall be required to appear in court during his off-duty hours shall suffer no loss in compensation. When such appearances occur outside of his assigned duty hours, he shall receive additional compensation moneys at a rate of time and one half for the time actually expended.

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

**Section 4. A.** In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime at a rate of time and one half (1½) for all time worked during such period. In no such case shall he be paid for less than four (4) hours, irrespective of time worked, except when called in to duty less than four (4) hours prior to his normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

**B. Court appearances shall be exempt from the minimum four (4) hour pay provision and shall be governed by Section 3 of this Article.**

## ARTICLE IX

### Vacations

**Section 1.** All members covered under this agreement shall be granted as follows:

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

B. During the second year of employment: One (1) vacation day for the 13th through 21st month, and two (2) vacation days for the 22nd, 23rd and 24th month of employment.

C. Upon completion of the third year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 12th year.

**Section 2.** All members covered under this agreement shall have one of the following options concerning their vacation time during each calendar year:

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

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

**Section 3.** Each member must utilize at least one half (½) of their vacation granted during that calendar year.

**Section 4.** Vacation days shall be accrued in equal monthly installments according to length of service.

**Section 5.** Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section 2, Paragraph B, he will be exempt from that section and shall be paid for all accrued vacation over forty-six (46) days.

**Section 6.** All requests for the taking of vacations shall be submitted to the Chief of Police who shall review and approve said requests in accordance with the Police Department's Rules and Regulations concerning same.

**Section 7.** In accordance with N. J. S. A. 40A:14-137.1, upon the death or retirement of any permanent member of the Police Department, the Township shall pay to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death or retirement.

## **ARTICLE X**

### **Holidays**

All members covered under this agreement shall enjoy thirteen (13) paid holidays, and shall be paid double time for said holidays if working on same or if said holidays falls on their normal day off.

On the first payday after Thanksgiving, all members shall be paid for the following holidays:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veteran's Day
Memorial Day	General Election Day
Primary Election Day	Thanksgiving Day

On the first payday after Christmas, all members shall be paid for the following holidays:

Christmas Day.

## ARTICLE XI

### Hospital and Medical Insurance

**Section 1. Hospitalization.** The Employer will provide, at no cost to the Employee and Employee's family, the following or equivalent hospitalization:

New Jersey Blue Cross

New Jersey Blue Shield, 1420 Series

Rider J

Major Medical

Prescription Plan, one dollar (\$1.00) co-pay

**Section 2. Dental Plan.** Employer shall provide for Employees and family a Dental Service Plan, as provided by Foundation Life Insurance Co. of America or equivalent.

**Section 3. Optical Plan.** All members covered by this Agreement shall be entitled to the Group Vision Care Plan, or its equivalent.

**Section 4. Life Insurance.** All members covered by this Agreement shall be entitled to a life insurance policy provided by Lincoln National Life or equivalent with a face value of Ten Thousand Dollars (\$10,000.00).

**Section 5. Coverage - Normal Duty.** For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.



**Section 6. Coverage - Call In Duty.** For the purpose of insurance coverage only, officers called in at times other than their normal shift shall be considered on duty as of the time of the call-in.

**Section 7.** In the event an employee covered under this Agreement shall be killed in the line of duty, all insurance benefits as provided in this Article, shall be continued by the Township of Stafford for the benefit of said Employee's spouse and children. The insurance benefits required to be continued herein for the benefit of the Employee's children, shall continue in full force and effect for such children until they reach twenty-one (21) years of age.

## ARTICLE XII

### Clothing Allowance

Section 1. Clothing allowance in the amount of Seven Hundred Eighty-Six Dollars (\$786.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees.

Section 2. The clothing allowance shall be paid in equal quarterly installments on the first pay period in the months of March, June, September and December.

Section 3. All employees shall properly maintain and purchase all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.

Section 4. All Detectives shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.

Section 5. Employer will repair or replace, at no cost to Employee, personal property or equipment destroyed in the line of duty, said payment shall not be deducted from the clothing allowance, if approved by and at the discretion of the Chief of Police.

## ARTICLE XIII

### Legal Aid

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

It is understood that any litigation which is commenced against an employee for false arrest, bodily damage and property damage will be defended by the Township in accordance with the provisions of its liability insurance policies and that such defense and insurance coverage shall continue notwithstanding the death of an employee in regard to any action filed against said employee or his estate in regard to the performance of his duties as a police officer for the Township of Stafford.

## ARTICLE XIV

### Disability

**Section 1.** All members shall be eligible for paid disability absence up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after ten (10) years of service, if the following conditions are complied with:

**A.** Employee must bring 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 five (5) working days.

**C.** If hospitalized, the department head must be notified as soon as possible.

**D.** If these provisions are not complied with, the employee forfeits his or her right to disability payments.

The Township Council may request the Township Physician to consult with employee's personal physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

**Section 2.** While in the performance of his or her duties as a police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of his or her duties, he or she shall be granted up to one (1) year leave with pay providing that the police surgeon shall certify that such injury, illness or disability is caused as a direct and proximate result of the performance of such police duties.

## ARTICLE XV

### Salaries

**Section 1.** The annual basic salary for each of the classifications shown for the period designated shall be as follows for the year 1985 and 1986:

<u>Rank</u>	<u>Salary Amount</u>	
	<u>1985</u>	<u>1986</u>
Captain	\$ 34,323.79	\$ 36,726.45
Lieutenant	\$ 31,203.44	\$ 33,387.68
Sergeant	\$ 28,366.77	\$ 30,352.44

**Section 2.** The Employer agrees that there should be a rank differential of ten percent (10%) to be established between the ranks of:

- A. Patrolman or any other rank below Sergeant and Sergeant
- B. Sergeant and Lieutenant
- C. Lieutenant and Captain.

It is further understood that the ten percent (10%) differential shall apply to any rank which may be created below the rank of Sergeant. For example, if the position of Corporal were to be established by the Township, at a salary of higher than that of a Senior Patrolman, this would require an increase in the Sergeant's, Lieutenant's and Captain's base pay so as to maintain a ten percent (10%) differential between ranks.

Section 3. For the years 1985 and 1986 of this contract, the basic annual salaries have been increased by seven percent (7%) as set forth above, as of January 1st of each year. Said salary adjustment will become effective upon passage of the annual salary ordinance for that year.

## ARTICLE XVI

### Longevity

Section 1. Each employee shall be paid, in addition to his current annual wage, longevity increments based upon the length of continuous service with the Stafford Township Police Department, as fixed and determined 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 Service	2%
Upon entering the 1st day of the 9th Year of Service	4%
Upon entering the 1st day of the 13th Year of Service	6%
Upon entering the 1st day of the 17th Year of Service	8%
Upon entering the 1st day of the 21st Year of Service	10%

Section 2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at that time at the adjusted rate, on pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary.

## **ARTICLE XVII**

### **Savings Clause**

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



## ARTICLE XVIII

### Duration

This agreement shall be in effect as of and applied retroactively to the first day of January, 1985 to and including the 31st day of December, 1986. In the event that a new written contract has not been entered into between the Employer and the SOA on or before the first day of January, 1987, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1987.

## ARTICLE XIX

### Educational Incentives

**Section 1.** If a Police Officer wishes to take no more than three (3) courses, which courses are approved by the Middle States Association of Colleges and Schools, in a public institution in any semester which course directly relates to police work as determined and approved by the Chief of Police, within thirty (30) days of completion of said course or courses with passing grades of C or above, he shall submit a voucher to the township Council for reimbursement of the total tuition for said course or courses and the Township Council shall pay same. Said reimbursement shall not exceed sixty-four (64) College Credits. If the employee shall leave his position with the Stafford Township Police Department within two (2) years of receipt of payment of said tuition moneys from the Township Council, said employee shall be obligated to re-pay said tuition payments to the Township, in full, within thirty (30) days of his departure.

**Section 2.** All members covered by this Agreement shall be awarded the following "Education Bonuses" for the calendar year of 1985 for degrees earned from an accredited college or university:

A.A./A.S. Degree, or its equivalent	\$ 500.00
B.A./B.S. Degree, or its equivalent	\$ 750.00
M.A./M.S. Degree, or its equivalent	\$ 1,000.00

**Section 3.** All members covered by this Agreement shall be awarded the following "Education Bonuses" for the calendar year of 1986 for degrees earned from an accredited college or university:

A.A./A.S. Degree, or its equivalent	\$ 500.00
B.A./B.S. Degree, or its equivalent	\$ 1,000.00
M.A./M.S. Degree, or its equivalent	\$ 1,250.00

**Section 4.** Beginning in 1986, payments for "Educational Bonuses" specified herein shall be paid to the Employee on June 1st or the first pay period thereafter.

## ARTICLE XX

### Retention of Benefits

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

## ARTICLE XXI

### Grievance Procedures

#### Section 1. Definitions.

A. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

B. Aggrieved person: An "aggrieved person" is the person or persons or the Association making the claim.

C. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### Section 2. Requirements.

A. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.

B. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Association, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Association representative in which case the Association may not be present at any stage of this procedure. However, in the event the Association is not present after final determination at Step 3, if such final determination is made, the Association

will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

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

### **Section 3. Procedure.**

**Step One:** Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually-agreed-upon forms furnished by the Employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the Employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative within five (5) calendar days from its presentation to the Division Commander.

**Step Two:** If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Chief of Police within five (5) calendar days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the Employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Chief

of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the Employee and Association representative within ten (10) calendar days from its appeal to the Chief of Police.

**Step Three:** If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Mayor and Township Council within five (5) calendar days of receipt of the decision in Step Two. The Mayor and/or Township Council or his/its representative will meet with the Employee and/or his Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and Council and returned to the Employee and Association representative within thirty (30) calendar days from its appeal to the Mayor and Council.

**Step Four:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within ten (10) calendar days of the date of the Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of selecting an impartial arbitrator, the parties will meet within seven (7) calendar days from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a seven (7) calendar-day period, the parties or party acting jointly or separately, shall request the American Arbitration Association or the New Jersey State Public Employment Relations Commission to submit a panel of five (5)

arbitrators. To select an arbitrator from the panel, the parties shall alternately strike one name, with the last remaining name becoming the arbitrator.

The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

**Section 4.** Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

**Section 5.** The Association shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Association as soon as changes are made.



## ARTICLE XXII

### Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 1987 Contract shall be initiated on or before the 15th day of October, 1986, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 1987 Contract.

**ARTICLE XXIII**

**No Waiver**

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


**ARTICLE XXIV**

**Completion of Agreement**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26th day of June, 1985.

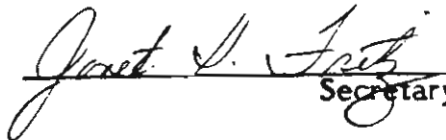
ATTEST:

  
FRED A. SMITH  
Township Clerk

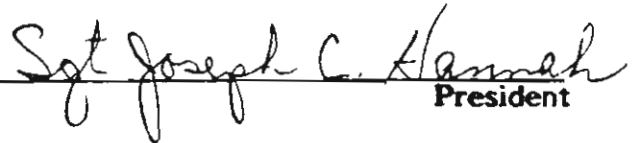
TOWNSHIP OF STAFFORD

By:   
CARL W. BLOCK, Mayor

ATTEST:

  
Secretary

STAFFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

By:   
President

