

AGREEMENT

Between

TOWNSHIP OF STAFFORD

And

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

Effective January 1, 2009 through December 31, 2012

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PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2009, by and between the TOWNSHIP OF STAFFORD, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "TOWNSHIP" and OR "Employer", and LOCAL 3304A OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 71, hereafter referred to as the "Union", as bargaining agent

for and on behalf of the Stafford Township Non-Supervisor White Collar Workers, County of Ocean, State of New Jersey, hereafter referred to as "Employees".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish a basic understanding relative to rate 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 being represented by the Union hereby as follows:

ARTICLE I
UNION RECOGNITION

A. In recognition of this contract agreement and for the purpose of collective bargaining and all activities and processes relative thereto, the Township hereby recognizes the Union as the sole and exclusive representative of employees in the following categories:

1. Clerk Typist/Secretary/Receptionist, PSR;
2. Bookkeeper/Payroll & Benefits Coordinator
3. Purchasing Specialist;

4. Telecommunicators;
5. Recreation Specialist;
6. and Field Appraiser.

- B. The bargaining unit shall consist of all such full time and part time union employees of the Township of Stafford now employed or hereinafter employed in such titles. Non-union Part time employees, hired on a temporary basis to fill a union position for a period of time or are hired to work on an as needed basis shall not be covered under this agreement and will not receive Union benefits.
- C. This agreement shall govern all wages, hours of work and other conditions of employment set forth herein.
- D. This agreement shall be binding upon the parties hereto.
- E. The union recognizes that, pursuant to New Jersey Statute, they have no right to strike.

In addition to any other restrictions under the law, the union will not cause a strike or work stoppage of any kind, nor will any Employee take part in a strike, interference with or stoppage of the Township's work.

- F. As used in this section, the term "strike" shall be defined as any of the following:
 - a. Concerted failure to report for duty;
 - b. Willful actions of Employee(s) from assigned positions;
 - c. Stoppage from work;
 - d. Absence in whole or in part from full, faithful and proper performance of the Employee(s) duties of employment;

- e. Slow down;
- f. Walk Out; or
- g. Any other illegal job action against the Township.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for an injunction or damages, or both, in the event of such strike by the Union.

G. Each of the categories may be broken down into sub-categories within the department. Said breakdown shall be for the purpose of implementing a salary schedule only and will have no relationship to the scheduling of leave time or seniority as it pertains to a reduction in force.

a. The following is a list of all sub-classifications as they exist today:`

Assessing Clerk	Sr Assessing Clerk
Principal Clerk/Typist Clerk/Typist	Purchasing Specialists
Clerk/Typist-Police Dept	Sr Clerk/Typist-Police Dept
Clerk/Typist/Receptionist Police Dept	Police Clerk/Matron
Principal Clk Typist/Planning Board Secy(1)	Principal Tax Clerk
Control Person	Field Appraiser
Principal Assessing Clerk	Senior Clerk/Typist
Violations Clerk	Telecommunicator
Crossing Guard	Sr Clerk Bookkeeper
Clerk/Typist/Receptionist	Clerk/Bookkeeper
Police Service Representative	Water/Sewer/Tax Collection Clerk
Technical Asst to the Construction Official	Payroll and Benefits Coordinator
Zoning Board of Adjustment Secretary (1)	Recreation Specialists

H. 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.

I. Part time employees hired after 7/01/02 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

COLLECTIVE BARGAINING PROCEDURE

- A. 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 the Agreement. Each party to the Agreement shall select their own bargaining team.
- B. Collective Bargaining meetings shall be held at times and place mutually convenient at the request of either party.
- C. Employees of the Employer, not to exceed six in number including the President and Vice President may be designated by the Union to participate in a collective bargaining agreement, will be excused from their work

assignments to attend such collective bargaining meetings.

- D. Those employees known as the President and Vice President shall be excused from work for Union activities, including attendance at state and/or national conventions with no loss of pay. Said attendance shall be limited to one per year with proof of attendance at said meetings.

The President and Vice President will be permitted to attend additional state or national conventions but must use vacation days to do so. Said attendance must be approved by the Department Head and Township Administrator.

- E. This agreement shall guarantee that at least one union representative shall be granted release time in order to attend regularly scheduled union meetings and workshops for Council 71 with no loss of pay.

ARTICLE III

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Union because of membership in or activities on behalf of the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer or the Union shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation ancestry, age, marital status, affectional sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expressions and/or any other characteristic protected by law.

1. The Township agrees to conform to the Americans with Disabilities Act without discrimination.

B. 1. No material derogatory to Employee's conduct, service, character or personality should be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his

or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example - rebuttal, answer, etc.) to such material, and this reply shall be reviewed by the department head and the Township designee at the Employee's request. This reply will be attached to the document to which it is in reply as soon as the document is in the Employee's personnel file.

2. Although the Township agrees to protect the confidentiality of personal references, credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the Employee under the requirements of State law.

ARTICLE IV

AGENCY SHOP/DUES/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 V
MANAGEMENT

A. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules, and regulations to:

1. Carry out the statutory mandate and goals assigned to a municipality;

2. To utilize personnel, methods and means in the most appropriate, reasonable and efficient matter possible;

3. Manage Employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality, and to establish reasonable work rules without creating undue hardships to the Employees. Such work rules shall be in written form, and a copy shall be provided to each member of the union, with applicable amendments thereto.

B. The Township of Stafford hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon invested 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

limit to, the generality of the foregoing rights:

1. The executive management and administrative control for the Township government and its properties and facilities and the activities of the employees by utilizing personal, methods, and means of the most appropriate and efficient matter possible, as may be determined from time to time by the township.

2. To make rules and procedures of conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. To make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the efficient operation of its subdivisions.

4. To hire all Employees and determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take other appropriate disciplinary action against an Employee for just cause; or to lay off Employees in the event of lack of work or funds or under

conditions where continuation of such work would be inefficient and non-productive.

6. To exercise its discretion with regard to the Employees, as to be consistent with all the foregoing.

7. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms thereof are in conformance with the constitution and laws in the State of New Jersey and of the United States.

ARTICLE VI

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 VII

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 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.
- 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 VIII

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 XXII, SECTION J, "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 IX

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 **UNION** 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. Employees processing a grievance or appearing at a grievance hearing during work hours shall not suffer a loss of pay. The scheduling of grievance procedures shall be encouraged to be outside the normal working hours, which scheduling shall be mutually agreed upon between the Employer and the Union.

B. For all members of the unit assigned to the Police Department:

1. Definitions

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

b. Aggrieved person: An "aggrieved" person is the person or persons 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 X

DISCIPLINE AND DISCHARGE

- A. Discipline to 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 XI
SICK LEAVE

A. Sick Leave

1. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease. An Employee shall not be eligible for sick leave under this Agreement if the accident or injury suffered which caused the request for sick leave occurs while the Employee is being employed by a company or organization other than the Township of Stafford.

2. The first calendar year an Employee is employed in a full-time capacity; sick leave shall be earned at the rate of 1 day for each calendar month that the Employee is employed. Thereafter, beginning on the first day of January of each year, each Employee shall be entitled to 15 sick days. Such sick days shall accumulate from year to year, to be used if and when needed by the Employee. If an employee leaves anytime during the year, sick time given to them in that year will be accrued at 1.25 days at the time of their leaving.

3. Employees shall be allowed to use up to 10 sick leave days per year for family illness. "Family" shall include all immediate family members. "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.

4. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly. Employee shall endeavor to provide 8 hours notice but at no time shall notice be less than 1 hour prior to the start of shift.

a. Failure to so notify the supervisor may be the cause of denial of the use of sick leave for the absence, and may constitute cause for disciplinary action.

b. Absence without notice for 3 (three) consecutive days shall constitute a resignation.

5. The Township shall require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the

reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

6. When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of 2 consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township's physician to be certified as fit for duty before returning to work.

7. After 2 unexcused absences due to illness on a Monday or Friday or the day preceding or following a paid holiday or vacation, a written statement from the attending physician will be required for the third such absence in order for the Employee to return to work. The township reserves the right to mandate an examination by

the township physician should a pattern of Monday/Friday absence or absences preceding or following a paid holiday or vacation illness emerge.

8. (a) Employees retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees with less than 30 years of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated an unused sick leave up to a "cap" payment of \$15,000.

Employees with 30 years or more of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a "cap" payment of \$30,000.

8. (b) Employees hired prior to 1/1/09 shall be permitted to "sell back" accumulated and unused sick leave on an annual basis. Employees must notify the Administrator in writing by 11/1 of each and every year of the amount of sick leave they would like to sell back in the ensuing year in accordance with the following formula:

* Employees who utilize a maximum of 7 days of sick time may sell back up to 5 sick days per year. Payment will be made during the first pay of February of the ensuing year.

* Employees who utilize 0-3 days may sell back up to 10 days maximum of sick time.

* Employees who sell back sick time may not petition the administrator to extend paid sick leave in the event that employee's sick leave is exhausted. Additionally, or are granted sick leave by the administrator, are no longer eligible to sell back sick leave.

Employees hired after the execution of this contract will not be permitted to sell back any sick time.

9. Employees who are unable to report to work because of illness or injury, and who have notified their supervisor in accordance with this Article, shall be responsible for notifying their supervisors as to their place of confinement. If an Employee is unable to report this information or if there is a change in this information, some person shall notify the supervisor on behalf of the Employee with all the pertinent information.

10. Employees who are absent in an unauthorized matter may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when an Employee:

(a) feigns illness or injury;

(b) deceives the Township physician in any way as to his/her true condition; or

(c) violates any provisions concerning the reporting of sickness or injury.

11. The least amount of time chargeable against sick leave is on an hour for hour basis.

12. The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee's accrued sick, vacation and personal days benefits pursuant to the terms of this Agreement.

13. Employees are covered under the NJ State Family Leave Act and the Federal Family Leave Act.

B. Temporary Disability Absence

1. Disability absences are defined as time off from work due to illness or injury beyond 8 work days in duration which are not caused by or related to the individual's employment or any injuries sustained by employees while working for the Township of Stafford. All employees shall be subject to the provisions of the NJ State Disability plan.

Employees shall be subject to the co-pay requirements of the State Disability Plan through payroll deductions.

Disability will commence when the employee has exhausted all accumulated sick time.

2. The temporary disability policy described

above applies only if the following conditions are met:

(a) The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.

(b) Disability status is a period of continuous absence after 8 working days.

(c) If hospitalized, the department head must be notified as soon as possible.

(d) The Township Administrator may request the Township physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

(e) Employees will not accrue any leave time (sick, personal or vacation) while on state disability leave or leave without pay status as granted by the administrator.

(f) Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE XII
PERSONAL DAYS

A. All Employees shall be granted six personal days off with pay during the course of any calendar year, exclusive of vacation and sick

leave. Personal days shall not be accumulated. Any unused personal days will be added into employee's accumulated sick time and will not be the subject of any leave time purchase.

B. Personal days may only be attached to a vacation or holiday with prior approval of the Township Administrator and department head/supervisor.

ARTICLE XIII
BEREAVEMENT LEAVE AND MILITARY LEAVE

A. Bereavement Leave

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

- 5 days off in the event of the death of father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, spouse's grandparents, grandchild, great-grandchild, guardian children, foster children.

- 1 day off for death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

- Bereavement leave shall be separate and apart from all other leave. No leave may be taken unless the Supervisor/Department Head/Administrator has been notified and has authorized the employee to leave. 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.

B. Military Leave

Any Employee covered under this Agreement who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp. Reserve, or other affiliated organization shall be entitled to leave of absence from duty without loss of pay or time for all days during which he or she shall be engaged in annual active field training. Such leave of absence shall be in addition to regular vacation allowed such member or Employee. In the event of wartime, an Employee covered under this Contract, if called to active duty, will retain his/her health insurance coverage, and be paid the difference between his/her salary with the Township and his/her military pay. This will be for the period of time that he/she is on military duty. When he/she returns to work for the Township, it is expected that he/she will return for work immediately. If not, his/her employment and benefits will be terminated.

ARTICLE XIV

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 XXII, 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. Any 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.

ARTICLE XV

PAID VACATION

A. All employees currently 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 basis. To be eligible to receive vacation on a calendar year basis, the employee must have started work before January 5 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 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 23 days

11th 24 days

12th 25 days

After the 12th year 26 days

B. Employees hired after 1/1/09 shall be subject to the following vacation schedule:

- ½ vacation day for the 3rd - 12th month of employment for a total of 5 vacation days
- ½ vacation days for the 13th - 24th month for a total of 11 vacation days
- Upon completion of employee's 2nd year of employment, employee shall receive 11 days vacation and 1 additional vacation day per year up to a maximum of 21 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 earned vacation time.

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

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

ARTICLE XVI

HOSPITAL AND MEDICAL INSURANCE

A. State of New Jersey Health Benefit Plan

1. There shall be no change in the group NJ State Health Benefit Plan, NJ Direct 10 or its equivalent,

or any type of medical plan paid by the Township on behalf of the Employees as shown above, except in the case of a new plan that is equivalent or better. Employees hired after 1/1/09 will only be eligible for NJ State Health Benefit Plan, NJ Direct 15 or its equivalent.

2. All employees shall be subject to the following premium co-pay amount through bi-weekly deductions:

- \$30.00 per pay period for all full time employees with benefit coverage.

Consistent with the NJ State Health Benefits Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance benefit coverage.

- Annual maximum for dental benefit is \$2,000
- Annual maximum for orthodontic benefit is \$2,000

3. The parties acknowledge and agree that the prescription coverage provided by the township is through Benecard or its equivalent. The current co-pay amounts are \$3.00 generic and \$10.00 for name brand prescriptions. Employees hired after 1/1/09 will be subject to co-pay amounts of \$5.00 generic and \$20.00 for name brand prescriptions.

4. 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.

B. Dental

The terms and conditions of the dental insurance are those as set forth in the Township policy or its equivalent. The township agrees to continue to offer an enhanced fee schedule dental plan known as Horizon Dental Option 2. In addition to the enhanced fee schedule plan, the township will continue to offer managed care plan known as Horizon Managed Dental Choice (MDC).

C. Vision

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

D. Prescription Plan

The Township agrees to continue to offer the Benecard Prescription Plan or an equivalent plan consistent with the co-pay amounts shown in section A. 3.

E. The Township will provide, upon retirement, paid medical benefits, as listed in Section A & D of this Article, to all Employees who have successfully completed 25 years of service in the NJ Pension System, or are eligible for disability retirement, under the New Jersey Public Employees Retirement

System. It is further understood that said insurance shall cover the spouse of said retiring Employee, and dependents who are considered eligible for benefits under said medical plan. For the life of this contract, all premium co-pays applicable only to active employees.

ARTICLE XVII

SENIORITY

- A. Seniority is defined as continuous unbroken service with the employer except when bridging of service is mutually agreeable to both parties.
- B. The employer will endeavor to fill permanent/temporary job openings by promoting employees from the next lower rate of job classification titles. In all instances, Employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- C. If there are 2 or more employees with the equal skill and ability to perform the work, then, at the discretion of the administration (which may not be arbitrarily or capriciously withheld), the employee with the greatest seniority and best evaluation shall be given preference. If the Employee once promoted to the higher rated job cannot perform all of the duties and functions required for that job for any reason whatsoever, the Township may promote the next senior

employee it deems qualified with the best evaluations. All employees promoted under this section will be subject to a 3 month probationary period.

- D. A permanent job opening or vacancy in the bargaining unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of 10 calendar days. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within 20 calendar days of the posting of such notice, the Township, at its discretion, shall fill such permanent job opening or vacancy within 10 days (30 days total). This time may be extended for an additional 10 day period upon proper notification to the union by the township. The above does not limit the right of the Township to fill, on a temporary basis and at its discretion, any of the above-referenced bargaining job vacancies or openings, regardless of the time limits of the above-referenced notice. In accordance with Article V, "Management Rights", nothing included herein shall require the township to fill any vacant positions.
- E. In the event the Township reduces the number of Employees in any particular job classification(s) employee(s) with the least seniority will be laid off first. Employees shall be recalled to work from layoff in order of their seniority.
- F. Employee(s) that are laid off can request that the Township place their name on a substitute as needed

call-in list. The rate of pay for person(s) called in shall be the decision of the Administrator. The hourly rate will not exceed the lowest union hourly rate of pay.

- G. Employees continuously laid off for a period of 24 (twenty four) months or more shall not be entitled to recall.
- H. 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.
- I. 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 leave time or any other job related benefits.
- J. The parties agree that only seniority (i.e. length of service) as a Telecommunicator shall be the sole criteria in the selection and scheduling of vacation days and the rotation of overtime for Telecommunicators.
- K. The Township agrees that any employee working in a higher wage classification (out of title)

shall be paid at that classification immediately.

ARTICLE XVIII
HOURS/SCHEDULE

- A. All employees other than telecommunicators and police service representatives are considered to be 35 hour per week employees. All such employees shall be entitled to a 1 (one) hour non-paid meal period for each shift.
- B. Telecommunicators and police Service representatives are considered to be 40 hour per week employees. They shall receive a paid meal period not to exceed ½ hour during the 8 hour shift period. Such meal period shall not be arbitrarily, capriciously or discriminatorily denied. If the shift commander or department head determines that an emergent situation has arisen and the employee is unable to take their ½ meal break, the employee shall be paid at one and ½ for missed meal period.
- C. All department scheduling shall be prepared by the department head and submitted to the administrator for approval.

ARTICLE XIX

WAGES

A. All employees covered by this Agreement shall be paid in accordance with the following schedule in 1/1/09 through 12/31/12.

<u>CATEGORY I EMPLOYEE</u>	<u>2009 HR RATE</u>	<u>2010 HR RATE</u>	<u>2011 HR RATE</u>	<u>2012 HR RATE</u>
First Year	\$ 17.72	\$ 18.25	\$ 18.80	\$ 19.36
Second Year	\$ 18.94	\$ 19.51	\$ 20.09	\$ 20.70
Third Year	\$ 20.16	\$ 20.76	\$ 21.39	\$ 22.03
Fourth Year	\$ 21.40	\$ 22.04	\$ 22.70	\$ 23.38
Fifth Year	\$ 24.96	\$ 25.71	\$ 26.48	\$ 27.27
Sixth Year	\$ 26.53	\$ 27.33	\$ 28.15	\$ 28.99

CATEGORY I INCLUDES:

Sr. Clerk/Bookkeeper
Purchasing Specialist
Payroll/Personnel Clerk
Principal Clerk Typist/Planning Board Secy(1)
Planning Board Secy I
Principal Clerk Typist/Zoning Board of Adjustment Secy(1)
Zoning Board of Adjustment Secy I
Technical Asst to Construction Official
Police Clerk/Matron
Recreation Specialist
Telecommunicator

<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
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CATEGORY II EMPLOYEES

First Year	\$ 17.11	\$ 17.62	\$ 18.15	\$ 18.70
Second Year	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03
Third Year	\$ 19.55	\$ 20.14	\$ 20.74	\$ 21.36
Fourth Year	\$ 20.78	\$ 21.40	\$ 22.05	\$ 22.71
Fifth Year	\$ 23.91	\$ 24.63	\$ 25.37	\$ 26.13
Sixth Year	\$ 24.55	\$ 25.29	\$ 26.05	\$ 26.83

CATEGORY II INCLUDES

Field Appraiser
Principal Tax Clerk
Control Person
Planning Board Secy II
Zoning Board of Adjustment Secy II
Principal Clerk Typist
Water & Sewer/Tax Collection Clerk

CATEGORY III EMPLOYEES

FIRST YEAR	\$ 16.42	\$ 16.91	\$ 17.42	\$ 17.94
SECOND YEAR	\$ 17.63	\$ 18.16	\$ 18.70	\$ 19.26
THIRD YEAR	\$ 18.85	\$ 19.42	\$ 20.00	\$ 20.60
FOURTH YEAR	\$ 20.08	\$ 20.68	\$ 21.30	\$ 21.94
FIFTH YEAR	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.25
SIXTH YEAR	\$ 23.71	\$ 24.42	\$ 25.15	\$ 25.91

CATEGORY III INCLUDES

Senior Clerk Typist
Clerk Bookkeeper
Principal Assessing Clerk
Planning Board Secretary III

Zoning Board of Adjustment Secy III
Violations Clerk

	2009	2010	2011	2012
<u>CATEGORY IV EMPLOYEES</u>				
FIRST YEAR	\$ 16.08	\$ 16.56	\$ 17.06	\$ 17.57
SECOND YEAR	\$ 17.31	\$ 17.83	\$ 18.36	\$ 18.92
THIRD YEAR	\$ 18.52	\$ 19.08	\$ 19.65	\$ 20.24
FOURTH YEAR	\$ 19.75	\$ 20.34	\$ 20.95	\$ 21.58
FIFTH YEAR	\$ 20.99	\$ 21.62	\$ 22.27	\$ 22.94
SIXTH YEAR	\$ 23.45	\$ 24.15	\$ 24.88	\$ 25.62

CATEGORY IV INCLUDES

Clerk Typist
Crossing Guard

CATEGORY V EMPLOYEES

FIRST YEAR	\$ 13.06	\$ 13.45	\$ 13.86	\$ 14.27
SECOND YEAR	\$ 14.15	\$ 14.57	\$ 15.01	\$ 15.46
THIRD YEAR	\$ 15.21	\$ 15.67	\$ 16.14	\$ 16.62
FOURTH YEAR	\$ 16.29	\$ 16.78	\$ 17.28	\$ 17.80
FIFTH YEAR	\$ 17.36	\$ 17.88	\$ 18.42	\$ 18.97
SIXTH YEAR	\$ 20.65	\$ 21.27	\$ 21.91	\$ 22.56

CATEGORY V INCLUDES

Police Service Representatives/Matron

	2009	2010	2011	2012
<u>Separate Category Only for:</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>	<u>ANNUAL SALARY</u>
Payroll Coordinator	\$ 51,117.81	\$ 52,651.35	\$ 54,230.89	\$55,857.82

- A. The position of Planning Board Secretary & Zoning Board of Adjustment Secretary shall be listed under categories I, II, and III. An employee who has completed the Rutgers University sponsored State courses for Planning Board Secretary or Zoning Board of Adjustment Secretary, passed the requisite examination, and has at least five years of work experience as a Planning Board Secretary or Zoning Board of Adjustment Secretary shall be paid under the Category I scale. An employee who has completed the Rutgers University sponsored State courses for Planning Board Secretary or Zoning Board of Adjustment Secretary, (but not yet passed the State examination) and has at least two years of work experience as a Planning Board Secretary or Zoning Board of Adjustment 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 Planning Board Secretary or Zoning Board Secretary shall be paid in accordance with the Category III scale.

- B. 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.
- C. Part Time Telecommunicators shall receive an hourly rate of pay based on the hourly rates shown under Category II.
- D. Employees working the midnight shift in the police department shall be paid .90 hourly shift differentials in addition to their hourly rate of pay:
- E. 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.
- F. 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.

ARTICLE XX

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	5%
Upon entering the 1st day of the 13th year of employment	7%

Upon entering the 1st day of the 17th year of employment	9%
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 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 payment for said courses. Upon completion employee must present to the Township Administrator proof of passing grade for the enrolled course. 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.

2. 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
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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. 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 - \$1000.00
2. Tax Collection Dept and/or Water/Sewer Collection Dept. for certified tax collector - \$1000.00
3. Finance Dept. for certified Municipal Finance Officer \$1000.00
4. Municipal Court for Certified Municipal Court Administrator- \$1000.00
5. Township Clerk's Dept. for Certified

Municipal Clerk -\$1000.00

6. Community Development Dept. for certified
Land Use Secy/Administrator - \$1,000.00

7. Building Inspection Dept. for certified
Technical Asst. to the Construction Official
- \$1,000.00

8. Purchasing Dept. for certified Purchasing
Specialist - \$1,000

9. Recreation Specialist \$1000.00

10. Zoning Board of Adjustment Secretary - \$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

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.
- B. Overtime shall be compensated at a rate of 1 ½ times the employee's regular rate of pay. Overtime worked on Sunday shall be compensated at double time the employee's regular rate of pay 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.
- C. 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. Unused comp time will be paid out in December of the year earned.

- D. All overtime must be authorized by the appropriate supervisor and approved by the township administrator before it is worked except in emergent situations.
- E. Employees shall be permitted to carry over up to 2 (two) weeks of equivalent hours, which is either 70 or 80 hours 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 existing township policy for advance scheduling of leave time. It must be used by March 31 of the carry over year. If compensatory time is not used by the end of the first quarter, you will receive a monetary compensation from the finance department for the balance due you based on prior year rate.

F. OVERTIME ROTATION

Overtime shall be assigned in accordance with the departmental seniority list which shall set forth names of employees in each department in order of seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on

seniority list in that department. If the most senior employee is not willing to accept the assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime assignment will proceed down the seniority list. If an employee to whom the assignment declines to accept that assignment, he/she will be passed over and will not be offered an overtime assignment until his turn is reached again. If the employee who is offered an overtime assignment is unable to perform the assignment because he/she is not qualified, he/she will be offered the next overtime assignment for which he/she is qualified.

In the event that all employees who are offered an overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and is qualified shall be obliged to accept it.

No employee will be permitted to accept an overtime assignment if the employee does not possess the skills and abilities to perform said assignment. Determination of qualifications shall be at the discretion of the department head.

In the event that a particular department is in need of additional help or is unable to schedule departmental staff for necessary

overtime, said overtime shall be offered to all qualified members of the bargaining unit through the use of a township wide sign-up sheet. The sign-up sheet shall be posted for interested parties on or about January 2nd of the first year of the present contract. The list shall be posted for a period of 5 working days. At the end of the posting period the township administrator will arrange the list in order of seniority. If during the year a department is in need of additional assistance which will require additional employees on an overtime basis, employee(s) will be assigned to that department based on the order contained on the list, provided that the employee possesses the skills and qualifications, as determined by the township administrator, to perform the assignment. Employees will be assigned on a rotating basis, for the duration of the contract, from the list starting with the most senior employee. All rules pertaining to the denial and/or refusal of overtime as outlined herein shall apply to the township-wide list.

- G. 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 on duty hours, shall suffer no loss in compensation. When such appearance occurs

outside his/her assigned duty hours, such time shall be compensated. 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.

H. For Telecommunicators, 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.

I. An overtime list shall be maintained in the communications room within the Police Department listing in seniority order, the telecommunicators 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.

J. 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.

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 XXIII

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 XIV

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 XXV

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 XXVI

DURATION

This Agreement shall be retroactive to and in effect from January 1, 2009 through December 31, 2012 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.

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 19th day of April, 2010.

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

TOWNSHIP OF STAFFORD

BY: Mary Granto

BY: [Signature]
John D. McMenamin, Mayor

BY: Nichelle Behemo

BY: [Signature]
James A. Moran, Admin.

BY: [Signature]
John Hemmy
Staff Representative

ATTEST:

ATTEST:

[Signature]
Bernadette M. Park, CMC/RMC