

Agreement

Between

Township of Stafford

And

James A. Moran, Administrator/Director Water & Sewer Utility/Affordable Housing

January 1, 2017 – December 31, 2020

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AGREEMENT

THIS AGREEMENT made this 12th day of September, 2017, by and between the TOWNSHIP OF STAFFORD, a municipal corporation of the State of New Jersey, having its principal offices located at 260 East Bay Avenue, Manahawkin, New Jersey, hereinafter referred to as "Township" and JAMES A. MORAN, residing at 758 Buccaneer Lane, Manahawkin, NJ 08050, hereinafter referred to as "Administrator/Employee."

WITNESSETH:

WHEREAS, James A. Moran was appointed to the position of Township Administrator/Director Water & Sewer Utility/Affordable Housing August 1, 2009; and

WHEREAS, the Township of Stafford and James A. Moran have reached an agreement for an employment contract for the employment of James A. Moran as Administrator/Director Water & Sewer Utility/Affordable Housing for the Township of Stafford; and

WHEREAS, the Township of Stafford and Mr. Moran wish to set forth the terms of his employment as Administrator/Director Water & Sewer Utility/Affordable Housing for the Township of Stafford.

NOW, THEREFORE, the parties hereto authorize this Agreement for employment of James A. Moran as Township Administrator/Director Water & Sewer Utility/Affordable Housing for the Township of Stafford as follows:

James A. Moran's employment as Township Administrator/Director Water & Sewer Utility/Affordable Housing shall be for the term of January 1, 2017 – December 31, 2020; provided, however, that he shall be subject to the provisions of N.J.S.A. 40A:9-138 pertaining to removal from office and severance pay.

ARTICLE I
DISCRIMINATION AND EQUAL TREATMENT

- A. The employer shall not discriminate against the Administrator because of race, color, creed, sex, national origin or political affiliation.
- B. No material derogatory to Administrator's conduct, service, character or personality should be placed in his/her personnel unless the Administrator has had an opportunity to review the material by affixing his/her initials to document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Administrator shall also have the right to submit a written reply (example – rebuttal, answer, etc) to such material and reply shall be reviewed by the Mayor. 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.
- C. 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 not available for the Administrator's inspection. This provision shall not apply to any information which need not be disclosed to the Administrator under the requirements of State Law.

ARTICLE II
HOURS OF EMPLOYMENT

- A. The Administrator shall work at least forty (40) hours per week. The work week shall be established as Monday thru Friday.

ARTICLE III
LEAVE OF ABSENCE

LEAVE OF ABSENCE

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

JURY DUTY

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

MILITARY DUTY

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

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

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

BEREAVEMENT

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

- Ten (10) working days off in the event of the death of spouse or child.
- Five (5) days off in the event of the death of father, mother, grandparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild or spouse's grandparents.

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

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

Exceptions to this section may be granted by the township administrator when the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted in this section.

ARTICLE IV

SICK LEAVE

- A. 15 days per year. Sick leave may accumulate from year to year to be used if and when needed.
- B. The administrator will not be eligible to sell back sick leave either annually or upon retirement.

ARTICLE V

TOWNSHIP VEHICLES/MILEAGE REIMBURSEMENT

- A. The Administrator under this agreement shall adhere to the policies and procedures set forth in Resolution 2002-93 adopting a "Policy Pertaining to Utilization of Township Vehicles".
- B. If the Administrator uses his personal vehicle for township-related business he shall be reimbursed by the township for mileage at the published IRS standard mileage rate for that year (cents per mile) along with tolls when a voucher is submitted with receipts for same.

ARTICLE VI

MEDICAL BENEFITS

A. State of New Jersey Health Benefit Plan

- The Medical plan paid for by the Township under this contract will be State Health Benefits Blue Cross/ Blue Shield Direct 15 or its equivalent. If any employee selects a plan other than NJ Direct 15, as provided within this paragraph, any difference in premium or expense will be borne by the employee and will be in addition to that employee's cost of coverage contribution detailed below pursuant to Chapter 78. The township has agreed that employees enrolled in NJ State Health Benefits Direct 15 will be reduced to a Tier III contribution rate.

B. Dental

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

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

C. Vision

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

D. Prescription Plan

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

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

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

G. Stafford Township retirees who have twenty (25) years of service in Stafford Township who did not have twenty (20) or more years of service in the pension system prior to June 28, 2011 would be eligible for a health benefit contribution based on Tier II of the Chapter 78 tiered system outlined in the contract. State Health Benefits Contribution Chart Below for reference only:

Chapter 78 Tier Schedule

	<u>Salary up to</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
Single:	19,999.99	1.13%	2.25%	3.38%	4.50%
	24,999.99	1.38%	2.75%	4.13%	5.50%
	29,999.99	1.88%	3.75%	5.63%	7.50%
	34,999.99	2.50%	5.00%	7.50%	10.00%

	39,999.99	2.75%	5.50%	8.25%	11.00%
	44,999.99	3.00%	6.00%	9.00%	12.00%
	49,999.99	3.50%	7.00%	10.50%	14.00%
	54,999.99	5.00%	10.00%	15.00%	20.00%
	59,999.99	5.75%	11.50%	17.25%	23.00%
	64,999.99	6.75%	13.50%	20.25%	27.00%
	69,999.99	7.25%	14.50%	21.75%	29.00%
	74,999.99	8.00%	16.00%	24.00%	32.00%
	79,999.99	8.25%	16.50%	24.75%	33.00%
	94,999.99	8.50%	17.00%	25.50%	34.00%
	9,999,999.99	8.75%	17.50%	26.25%	35.00%
Family:	24,999.99	0.75%	1.50%	2.25%	3.00%
	29,999.99	1.00%	2.00%	3.00%	4.00%
	34,999.99	1.25%	2.50%	3.75%	5.00%
	39,999.99	1.50%	3.00%	4.50%	6.00%
	44,999.99	1.75%	3.50%	5.25%	7.00%
	49,999.99	2.25%	4.50%	6.75%	9.00%
	54,999.99	3.00%	6.00%	9.00%	12.00%
	59,999.99	3.50%	7.00%	10.50%	14.00%
	64,999.99	4.25%	8.50%	12.75%	17.00%
	69,999.99	4.75%	9.50%	14.25%	19.00%
	74,999.99	5.50%	11.00%	16.50%	22.00%
	79,999.99	5.75%	11.50%	17.25%	23.00%
	84,999.99	6.00%	12.00%	18.00%	24.00%
	89,999.99	6.50%	13.00%	19.50%	26.00%
	94,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.25%	14.50%	21.75%	29.00%
	109,999.99	8.00%	16.00%	24.00%	32.00%
	9,999,999.99	8.75%	17.50%	26.25%	35.00%
Parent/Child & Husband/Wife:	24,999.99	0.88%	1.75%	2.63%	3.50%
	29,999.99	1.13%	2.25%	3.38%	4.50%
	34,999.99	1.50%	3.00%	4.50%	6.00%
	39,999.99	1.75%	3.50%	5.25%	7.00%
	44,999.99	2.00%	4.00%	6.00%	8.00%
	49,999.99	2.50%	5.00%	7.50%	10.00%
	54,999.99	3.75%	7.50%	11.25%	15.00%
	59,999.99	4.25%	8.50%	12.75%	17.00%
	64,999.99	5.25%	10.50%	15.75%	21.00%
	69,999.99	5.75%	11.50%	17.25%	23.00%
	74,999.99	6.50%	13.00%	19.50%	26.00%
	79,999.99	6.75%	13.50%	20.25%	27.00%
	84,999.99	7.00%	14.00%	21.00%	28.00%
	99,999.99	7.50%	15.00%	22.50%	30.00%
	9,999,999.99	8.75%	17.50%	26.25%	35.00%

H. Employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the

purpose of being reimbursed for eligible "out of pocket" medical expenses. Employees electing to participate in the program will be charged three (3) dollars per month and must comply with all aspects of the program. This program is strictly voluntary.

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

Public Employees Retirement System: It is compulsory that all employees of the Employer enroll in the Public employee's Retirement System.

ARTICLE VII

ADDITIONAL BENEFICIARIES BENEFITS

A. The beneficiaries of the Administrator, should he die while employed by the Township, will be entitled to receive the Administrator's accrued sick, vacation and personal day benefits up to the maximum amounts provided in this agreement.

ARTICLE VIII

HOLIDAYS

The following shall be paid holidays for the employee

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

Any Holiday falling on a Saturday or Sunday will be celebrated on either the preceding Friday or the following Monday. If the Administrator works on a paid holiday he shall be entitled to a substitute day off.

ARTICLE IX
PERSONAL DAYS

The administrator shall be entitled to six (6) personal days which shall be used for personal business. Personal days shall not be accumulated from year to year and shall not be earned while on sick leave or disability leave, and shall be prorated to time worked in the current calendar year. Up to (2) unused personal days to be rolled over into the employee's sick bank per year upon notification to the Mayor.

ARTICLE X
VACATION DAYS

The administrator shall receive 30 vacations days for each year of this contract. The Administrator will be permitted to sell back any and all unused vacation leave on an annual basis at prevailing rate of pay. The Administrator shall also be permitted to carry over without limit any unused vacation days from one year to the next.

ARTICLE XI
SALARY

1. The base annual salary to be paid to the Administrator is as follows:

2017	\$186,085.58
2018	\$189,085.58
2019	\$193,603.43
2020	\$197,475.50

ARTICLE XII
LONGEVITY

The Administrator shall be paid, in addition to his current annual wage, longevity increments shall be computed as part of the employee's base salary. The longevity scheduled for the Administrator is as follows: 2017 - 5%, 2021 - 7%.

ARTICLE XIII
EDUCATIONAL INCENTIVES

The Township shall provide annual payments to the Administrator for a Master's degree from an accredited college or university in the amount of \$3,000. Educational incentive pay shall be included in and become a part of base salary for pension purposes.

ARTICLE XIV
DUES AND CONVENTIONS

1. The Township will pay for all dues and subscriptions for membership in the NJ State Municipal Management Association and the International City Management Association on behalf of the Administrator during his employment as Administrator.
2. Subject to budgetary constraints and the approval of the Mayor, the Township will pay for the Administrator's travel and conference expenses as deemed appropriate by the mayor.

ARTICLE XV
WORKERS' COMPENSATION

Workers Compensation benefits will be provided in accordance with State Law and Stafford Township Policy.

ARTICLE XVI
RETIREMENT

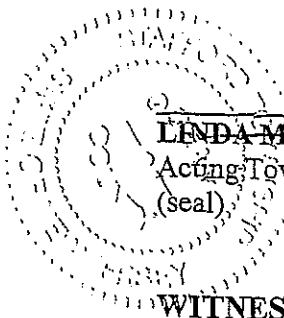
All employees attaining 25 years or more in the P.E.R.S. shall receive health benefits for life in accordance with Chapter 88, Retirement Benefits and Stafford Township Policy.

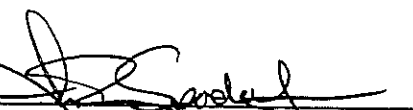
This agreement shall be in effect as of and applied retroactively to the first day of January, 2017 up to and including the 31st day of December 2020. In the event that a new written contract has not been entered into between the Employer and the Administrator on or before the first day of January 2021,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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 12 day of September, 2017.

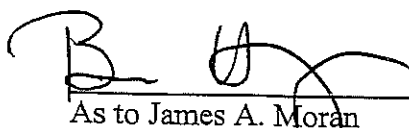
ATTEST:

TOWNSHIP OF STAFFORD

 Linda Martin
Acting Township Clerk (seal)
(absent)


JOHN R. SPODOFORA, Mayor

WITNESS:


As to James A. Moran


JAMES A. MORAN
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