Agreement

Between

Township of Stafford

And

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

January 1, 2013 – December 31, 2016

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AGREEMENT

THIS AGREEMENT made this ________day of __________________, 2015, 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 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 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 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 for the Township of Stafford as follows:

James A. Moran's employment as Township Administrator/Director Water & Sewer Utility shall be for the term of January 1, 2013 – December 31, 2016; 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. A one hour lunch break and two (15) minute breaks shall be permitted daily.

ARTICLE III
LEAVES OF ABSENCE

A. **Military Leave:** The Township agrees to provide the Administrator with military leave in accordance with Federal and State statutes.

B. **Unpaid Leaves:** The Administrator will be granted a leave of absence without pay up to 6 months for any reasonable purpose, and such leave may be extended or renewed for an additional 6 months. Maternity leave and Family Leave shall conform to Federal and State statutes. This article will not be granted for the purpose of other employment with the exception of entering the military.

C. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") (P.L. 2013, c.82) and regulations promulgated pursuant to those statutes or comparable leave laws shall be a management prerogative. All leaves which are also covered under any of the foregoing laws as well as leave under the foregoing laws shall run at the same time.

ARTICLE IV
BEREAVEMENT

A. The Administrator shall receive five (5) working days off with pay (commencing 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 and spouses grandparents. The Mayor may extend this leave for the death of a spouse, child or parent.

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

C. When the deceased is buried in another city and the Administrator would be unable to return in time for duty with the leave granted in this section, exceptions to the above may be granted upon verification of such special circumstances to the Mayor.

ARTICLE V
JURY DUTY

a. If the Administrator is called for jury duty he will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily compensation. If jury duty ends before noon, the Administrator will be required to report to work for the remainder of the day.

ARTICLE VI
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 VII
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 V
MEDICAL BENEFITS

A. **State of New Jersey Health Benefit Plan**

1. The employee will be entitled to State Health Plan BC/BS Direct 10 or its equivalent.
2. The employee will be entitled to the prescription coverage by the township through Benecard or its equivalent. The current co-pay amounts are $3.00 generic and $10.00 for name brand prescriptions.
3. Employee may voluntarily 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 employee is entitled to Horizon Dental Option. Terms and conditions of the dental insurance are those as set forth in the Township policy or its equivalent.

C. **Vision**

The employee is entitled to enrollment in the township vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or its equivalent.

D. Employees with 25 years of service in the Public Employee Retirement System upon retirement have the option to continue in the group dental program at their expense with individual costs the same at the group rate.

E. The Township will provide, upon retirement, paid medical benefits commencing January 1, 1991, as listed in Section A of this Article & prescription benefits as provided by the State Health Benefits Plan for retirees, 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. Only those employees with twenty (20) or more years of creditable service in a State administered pension system earned or recognized by the State and in accordance with this Article effective as of June 27, 2011, who also meet the above twenty-five (25) years of service requirement at the time of retirement, shall be exempt during retirement from the contribution schedule contained within Section F of this Article and contribute only 1.5% of their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto. All other employees who meet the above twenty-five (25) years of service requirement shall contribute, through the withholding of the required contribution from their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto to contribution requirements contained within Section F of this Article.

F. Medical and prescription drug benefits coverage shall be subject to the employee premium sharing schedules and provisions described below. The contribution to be paid by employees for medical and prescription drug benefits coverage for the employee and any dependent shall be either 1.5% of their base salary or according to the applicable percentage rate detailed below, whichever contribution amount is greater:

1. For family coverage or its equivalent, an employee who earns:

   - less than $25,000 shall pay 3 percent of the cost of coverage;
   - $25,000 or more but less than $30,000 shall pay 4% of the cost of coverage;
   - $30,000 or more but less than $35,000 shall pay 5% of the cost of coverage;
   - $35,000 or more but less than $40,000 shall pay 6% of the cost of coverage;
   - $40,000 or more but less than $45,000 shall pay 7% of the cost of coverage;
   - $45,000 or more but less than $50,000 shall pay 9% of the cost of coverage;
   - $50,000 or more but less than $55,000 shall pay 12% of the cost of coverage;
   - $55,000 or more but less than $60,000 shall pay 14% of the cost of coverage;
   - $60,000 or more but less than $65,000 shall pay 17% of the cost of coverage;
   - $65,000 or more but less than $70,000 shall pay 19% of the cost of coverage;
   - $70,000 or more but less than $75,000 shall pay 22% of the cost of coverage;
   - $75,000 or more but less than $80,000 shall pay 23% of the cost of coverage;
   - $80,000 or more but less than $85,000 shall pay 24% of the cost of coverage;
   - $85,000 or more but less than $90,000 shall pay 26% of the cost of coverage;
   - $90,000 or more but less than $95,000 shall pay 28% of the cost of coverage;
   - $95,000 or more or but less than $100,000 shall pay 29% of the cost of coverage;
   - $100,000 or more or but less than $110,000 shall pay 32% of the cost of coverage;
   - $110,000 or more shall pay 35% of the cost of coverage;

2. For individual coverage or its equivalent, an employee who earns:

- less than $20,000 shall pay 4.5% of the cost of coverage;
- $20,000 or more but less than $25,000 shall pay 5.5% of the cost of coverage;
- $25,000 or more but less than $30,000 shall pay 7.5% of the cost of coverage;
- $30,000 or more but less than $35,000 shall pay 10% of the cost of coverage;
- $35,000 or more but less than $40,000 shall pay 11% of the cost of coverage;
- $40,000 or more but less than $45,000 shall pay 12% of the cost of coverage;
- $45,000 or more but less than $50,000 shall pay 14% of the cost of coverage;
- $50,000 or more but less than $55,000 shall pay 20% of the cost of coverage;
- $55,000 or more but less than $60,000 shall pay 23% of the cost of coverage;
- $60,000 or more but less than $65,000 shall pay 27% of the cost of coverage;
- $65,000 or more but less than $70,000 shall pay 29% of the cost of coverage;
- $70,000 or more but less than $75,000 shall pay 32% of the cost of coverage;
- $75,000 or more but less than $80,000 shall pay 33% of the cost of coverage;
- $80,000 or more but less than $95,000 shall pay 34% of the cost of coverage;
- $95,000 or more shall pay 35% of the cost of coverage;

3. For a member with child or spouse coverage or its equivalent, an employee who earns:
    - less than $25,000 shall pay 3.5% of the cost of coverage;
    - $25,000 or more but less than $30,000 shall pay 4.5% of the cost of coverage;
    - $30,000 or more but less than $35,000 shall pay 6% of the cost of coverage;
    - $35,000 or more but less than $40,000 shall pay 7% of the cost of coverage;
    - $40,000 or more but less than $45,000 shall pay 8% of the cost of coverage;
    - $45,000 or more but less than $50,000 shall pay 10% of the cost of coverage;
    - $50,000 or more but less than $55,000 shall pay 15% of the cost of coverage;
    - $55,000 or more but less than $60,000 shall pay 17% of the cost of coverage;
    - $60,000 or more but less than $65,000 shall pay 21% of the cost of coverage;
    - $65,000 or more but less than $70,000 shall pay 23% of the cost of coverage;

- $70,000 or more but less than $75,000 shall pay 26% of the cost of coverage;
- $75,000 or more but less than $80,000 shall pay 27% of the cost of coverage;
- $80,000 or more but less than $85,000 shall pay 28% of the cost of coverage;
- $85,000 or more but less than $100,000 shall pay 30% of the cost of coverage;
- $100,000 or more shall pay 35% of the cost of coverage.

Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary.

"Cost of coverage" means the premium or periodic charges for benefits.

The employee's contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of equal payroll deductions, to the extent possible, in accordance with the Township's customary payroll practices unless otherwise required by law.

ARTICLE VI
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 VII
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 VIII
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 IX
VACATION DAYS

The administrator shall receive 26 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 X
SALARY

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

2013	$172,760.13
2014	$175,783.44
2015	$178,859.65
2016	$182,436.84

2. The Administrator shall not receive longevity pay.

ARTICLE XI
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 XII
WORKERS' COMPENSATION

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

ARTICLE XIII
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, 2013 up to and including the 31st day of December 2016. 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 2017, then all of the terms and conditions of the Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2017.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 12 day of February, 2015.

ATTEST:

Bernadette M. Park

BERNADETTE M. PARK, RMC, CMC
Township Clerk
(seal)

TOWNSHIP OF STAFFORD

JOHN R. SPODOFORA, Mayor

WITNESS:

Bernadette M. Park

As to James A. Moran

JAMES A. MORAN