

AGREEMENT

Between

TOWNSHIP OF STAFFORD

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES of NEW JERSEY, AFL-CIO
LOCAL 3304A**

Effective January 1, 2021 through December 31, 2024

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AGREEMENT

THIS AGREEMENT made this 15th day of December 2020 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 OF NEW JERSEY, AFL-CIO, 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 1 **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 categories listed in Article 18 of this Agreement. The Administrator and the Union have the right to revisit and discuss changes to the job titles and categories.
- 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:
 - 1. Concerted failure to report for duty;
 - 2. Willful actions of Employee(s) from assigned positions;
 - 3. Stoppage from work;
 - 4. Absence in whole or in part from full, faithful and proper performance of the Employee(s) duties of employment;
 - 5. Slow down;
 - 6. Walk out; or
 - 7. Any other illegal job action against the Township.
- G. 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.
- H. 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.
- I. Part time employees hired as of January 1, 2014 must work a minimum of 1,300 hours annually (average of twenty-five (25) hours per week) to be eligible for benefits, including but not limited to, prorated vacation leave, sick leave, paid holidays, and fringe benefit coverage such as hospitalization, major medical, dental, vision and prescription coverage. The Township agrees that part-time employees shall be provided with benefits in accordance with applicable laws.

ARTICLE 2
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 five (5) 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 (1) one per year with proof of attendance at said meetings.
- E. 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.
- F. This agreement shall guarantee that at least (1) one Union representative shall be granted release time in order to attend regularly scheduled Union meetings and workshops for AFSCME LOCAL 3304A with no loss of pay.

ARTICLE 3
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. 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.

8. 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 all paid time off shall run at the same time.

ARTICLE 4

NON-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. The Township agrees to conform to the Americans with Disabilities Act without discrimination.
- B. No written reprimand concerning the 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.

- 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 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 5
DUES/CHECK-OFF

The Township agrees to comply with any and all legal obligations with respect to employees' representation in the bargaining union, including but not limited to the Workplace Democracy Enhancement Act, P.L.1941, c.100. Any disputes arising from same shall not be subject to Article 9 of this Agreement.

ARTICLE 6
VACANCY, PROBATION-NEW HIRES AND PROMOTION

A. Vacancy

When there is a vacancy, a notice of vacancy shall be posted for seven (7) days. Such notice shall designate the job qualifications and assignment location.

B. Probationary Period

1. All newly-hired employees, covered by this Agreement and be subject to a one hundred and eighty (180) day probationary period.
2. It is understood by and between the parties that probationary employees are subject to discipline or dismissal and said procedures are not subject to the grievance procedure.
3. An employee's date of hire applies in all instances of calculation for seniority provided there is no break in service.
4. 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 five (5) days of absence.

C. Promoted Employees

1. The probationary period for promoted employees shall be ninety (90) days.
2. 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 ninety (90) calendar days from the promotion date.

3. 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 five (5) days of absence.

ARTICLE 7

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 - For those hired before January 1, 2014: When an employee retires, in accordance with the provisions of New Jersey Pension System, the Township shall pay the employee for accumulated: sick time, vacation time, compensatory time and personal time, at the employee's then current rate of pay subject to the following restriction:
 1. Employees hired after May 21, 2010, are only eligible to sell-back accumulated sick leave upon retirement, and in an amount not to exceed Fifteen Thousand Dollars (\$15,000).
 2. For employees hired after January 1, 2014, the Township shall pay the employee for accumulated vacation time, compensatory time, and personal leave upon retirement at the employee's then current rate of pay. To be eligible for these benefits, the Township Administrator and Chief Financial Officer 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 8
DEPARTMENTAL ACTIVITIES

- A. Any party subject to this agreement who is required to attend any training or meeting at other than regular work hours will be compensated at time and half for time worked. Attendance at such meetings will require approval from the department head and the Township Administrator.
- 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 9
GRIEVANCE PROCEDURE

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.

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 ten (10) calendar days from the date of grievance or within ten (10) calendar days after the grievant would reasonably be expected to know of its occurrence.

STEP ONE: The grievant and/or his representatives shall attempt to resolve the dispute orally with the grievant's immediate supervisor within twenty (20) working days of the occurrence giving rise to the grievance. The supervisor shall respond within five (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 ten (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 fifteen (15) working days after submission of the grievance. The hearing shall take place no later than fifteen (15) working days after the date is set, and a written answer shall be provided to the grievant within ten (10) working days after the hearing.

STEP THREE: Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employee Relations Commission (PERC) by either parties within thirty (30) calendar days of the employee's decision in Step Two. 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.

1. The arbitrator's decision shall be in writing and shall be final and binding on both parties.
2. 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.
3. 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.
4. 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.
5. 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.

ARTICLE 10 **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 11 **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 two (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 three (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 ten (10) calendar days.
- E. In the event of a reduction in force 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 and classification. Employees who are recalled to work from a layoff but decline reemployment shall be permanently removed from the recall list.
- F. Employee(s) that are laid off can request that the Township place their name on a substitute as needed call-in list.

- G. Employees continuously laid off for a period of twenty-four (24) 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) shall be the primary criteria in the selection and scheduling of vacation days and the rotation of overtime. For purposes of this section, seniority shall be determined by length of service with the Township, regardless of department served.

ARTICLE 12
HOURS/SCHEDULE/OVERTIME/CALL-IN-PAY

- A. All employees other than telecommunicators and police service representatives are considered to be thirty (35) hours per week employees. All such employees shall be entitled to a one (1) hour non-paid meal period for each shift.
- B. Telecommunicators and Police Service representatives are considered to be forty (40) hours per week employees. They shall receive a paid meal period not to exceed one-half ($\frac{1}{2}$) hour during the eight (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 one-half ($\frac{1}{2}$) hour meal break, the employee shall be paid at one and one-half ($\frac{1}{2}$) for any missed meal period.
- C. Overtime shall be defined as any work performed beyond the normal work day for all full and part time employees under this Agreement.
- D. Overtime shall be compensated at a rate of one and one-half ($1 \frac{1}{2}$) 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.

- E. Overtime may be paid in monetary compensation OR compensatory time, at the employee's discretion. Upon written notice to the Township on or before November 1st, unused comp time will be paid out in December of the year earned.
- F. All overtime must be authorized by the appropriate supervisor and approved by the Township Administrator before it is worked except in emergent situations.
- G. Employees shall be permitted to carry over up to two (2) weeks of equivalent hours, which is either seventy (70) or eighty (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 succeeding calendar year. If compensatory time is not used by the end of the first quarter, the employee will receive a monetary compensation from the finance department for the balance due you based on prior year rate.
- H. Police Clerical Personnel will follow the regular Township work calendar. Police clerical personnel will be permitted to work holidays only on an emergent basis with the consent of both the Chief of Police and the Administrator.
- I. Employees who serve as secretary for the following: (i) Planning Board; (ii) Zoning Board; (iii) Historical Commission; (iv) Environmental Commission, shall be paid a minimum of one (1) hour for attendance at a meeting after his/her normal scheduled work day.

OVERTIME ROTATION

- A. 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. In the event that no departmental expertise is required the overall union seniority list will govern. 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 sole discretion of the department head and administrator.

- B. 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.
- C. 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.
- D. 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.

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 four (4) hours payable time and a half at his/her normal rate of pay.
- C. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours.
- D. Unless in cases of emergency, employees who are off on approved leave (i.e. vacation, personal, sick or compensatory time) cannot be ordered in sixteen (16) hours prior to or after the shift for which they have received approved leave.

ARTICLE 13
SICK LEAVE

- A. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.
- B. The first calendar year an Employee is employed in a full-time capacity; sick leave shall be earned at the rate of one (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 fifteen (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 at one and one-quarter (1.25) days per month will be prorated at the time of their leaving.
- C. Employees shall be allowed to use up to ten (10) sick leave days per year for family illness. "Family" shall include all Immediate family members. "Family sick leave" shall be used in minimum one-half (1/2) day increments. Other family illness leave will be determined on a case-by-case basis by the Township Administrator.
- D. 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 eight (8) hours' notice but at no time shall notice be less than two (2) hours prior to the start of shift.
 - 1. 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.
 - 2. Absence without notice for 3 (three) consecutive days shall constitute a resignation.
- E. 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.
- F. 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.

- G. After two (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.
- H. 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 thirty (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 thirty (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, subject to the following limitation:
 - 1. Employees hired after May 21, 2010, are only eligible to sell-back accumulated sick leave upon retirement, and in an amount not to exceed Fifteen Thousand Dollars (\$15,000).
- I. Employees hired prior to May 21, 2010 shall be permitted to "sell back" accumulated and unused sick leave on an annual basis. Employees must notify the Administrator in writing by November 1st 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:
 - 1. Employees who utilize a maximum of seven (7) days of sick time may sell back up to five (5) sick days per year. Payment will be made no later than December 31st.
 - 2. Employees who utilize zero (0) to three (3) days may sell back up to 10 days maximum of sick time.

3. 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 Township Administrator, are no longer eligible to sell back sick leave.
 4. New hires after January 1, 2014 are not eligible to buy-back any sick time in the course of the year and are not eligible to buy back any sick time upon retiring or leaving employment with the Township for any reason.
- J. 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.
- K. 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:
1. feigns illness or injury;
 2. deceives the Township physician in any way as to his/her true condition; or
 3. violates any provisions concerning the reporting of sickness or injury.
- L. The least amount of time chargeable against sick leave is on an hour for hour basis.
- M. The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee's sick, vacation, compensatory and personal days accrued at death pursuant to the terms of this Agreement and in accordance with applicable laws.
- N. Temporary Disability Absence
1. Disability absences are defined as time off from work due to illness or injury beyond eight (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.
 2. 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.
 3. Disability will commence when the employee has exhausted all accumulated sick time.

4. 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 14
LEAVES OF ABSENCE

UNPAID 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.

Military leave shall be granted pursuant to N.J.S.A. 38:23-1 and N.J.S.A. 38A:4-4. When a full time regular or part-time regular employee, not on probation has been called to active duty or inducted into the military or Naval Forces of the United States, they shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, provided

they do not voluntarily extend such service. Such employee shall be reinstated without loss of privileges or seniority, provided they report for duty with the Township within ninety (90) days following their discharge from military service and shall have taken and passed the required physical examination by the physician designated by the Township.

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 Department Head has been notified and has authorized the employee to leave. Exceptions to this section may be granted at the discretion of the Township Administrator.

ARTICLE 15 **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 12.

C. Police Personnel

1. All police personnel covered under this agreement shall be paid for thirteen (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 thirteen (13) paid holidays, they shall be paid at a rate of time and one-half (1.5) 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.
- F. Police Clerical Personnel will follow the regular Township work calendar. Police clerical personnel will be permitted to work holidays only on an emergent basis with the consent of both the Chief of Police and the Administrator.

ARTICLE 16
PERSONAL DAYS

- A. All Employees shall be granted six (6) 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/or department head/supervisor.

ARTICLE 17
PAID VACATION

Year	Employees Hired Prior to 01/01/2009	Employees Hired On or After 01/01/2009
1st	10 days	6 days
2nd	15 days	11 days
3rd	16 days	12 days
4th	17 days	13 days
5th	18 days	14 days
6th	19 days	15 days
7th	20 days	16 days
8th	21 days	17 days
9th	22 days	18 days
10th	23 days	19 days
11th	24 days	20 days
12th	25 days	21 days
After 12th Year	26 days	22 days

- C. An employee may accumulate a maximum of one (1) year's allotted vacation time to be carried over to the succeeding year. Employees hired on or after May 21, 2010 may carryover vacation leave for one calendar year, and accrued vacation leave not utilized in the succeeding year shall be forfeited.
- D. 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.
- E. 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.
- F. An employee shall receive a response to a written vacation request no later than one (1) week from the date of said request.

- G. Requests for vacation shall be returned to the immediate supervisor. Vacation should not be unreasonably denied.
- H. If and when an employee leaves employment for any reason, the employee shall be compensated for any earned vacation time.
- I. Employees shall be permitted to sell back up to five (5) vacation days each year. Payment will be made on or before December 31st of each year provided that the employee submitted a written request to the Chief Financial Officer by November 1st of each year for which the employee is seeking payment.
- J. Employees in the Police Department may schedule one-half ($\frac{1}{2}$) of their annual vacation allotment by 1/31 of each year based on seniority with the most senior employees receiving preference for scheduling half ($\frac{1}{2}$) of their annual vacation allocation by January 31st of each year.
- K. Vacation Leave, Sick Leave, Compensation Time and Personal Days may be used in hourly (1 hour) increments.
- L. Former employees of the Stafford Municipal Utilities Authority ("SMUA") 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 18
WAGES

AFSCME Salary Guide (Hired Before 1-1-2018)

<u>CATEGORY I EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 23.02	\$ 23.48	\$ 23.95	\$ 24.43
Second Year	\$ 24.61	\$ 25.10	\$ 25.61	\$ 26.12
Thlrd Year	\$ 26.20	\$ 26.73	\$ 27.26	\$ 27.81
Fourth Year	\$ 27.81	\$ 28.36	\$ 28.93	\$ 29.51
Fifth Year	\$ 32.43	\$ 33.07	\$ 33.74	\$ 34.41
Sixth Year	\$ 34.48	\$ 35.17	\$ 35.87	\$ 36.59
<u>CATEGORY II EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 22.24	\$ 22.68	\$ 23.13	\$ 23.60
Second Year	\$ 23.82	\$ 24.29	\$ 24.78	\$ 25.27
Third Year	\$ 25.41	\$ 25.92	\$ 26.43	\$ 26.96
Fourth Year	\$ 27.01	\$ 27.55	\$ 28.10	\$ 28.66
Fifth Year	\$ 31.08	\$ 31.70	\$ 32.34	\$ 32.98
Sixth Year	\$ 31.91	\$ 32.54	\$ 33.19	\$ 33.86
<u>CATEGORY III EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 21.33	\$ 21.75	\$ 22.19	\$ 22.63
Second Year	\$ 22.91	\$ 23.37	\$ 23.83	\$ 24.31
Third Year	\$ 24.50	\$ 24.99	\$ 25.49	\$ 26.00
Fourth Year	\$ 26.09	\$ 26.61	\$ 27.15	\$ 27.69
Fifth Year	\$ 27.64	\$ 28.19	\$ 28.76	\$ 29.33
Sixth Year	\$ 30.81	\$ 31.43	\$ 32.06	\$ 32.70
<u>CATEGORY IV EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 20.90	\$ 21.32	\$ 21.74	\$ 22.18
Second Year	\$ 22.50	\$ 22.95	\$ 23.41	\$ 23.88
Third Year	\$ 24.07	\$ 24.55	\$ 25.04	\$ 25.55
Fourth Year	\$ 25.66	\$ 26.18	\$ 26.70	\$ 27.23
Fifth Year	\$ 27.29	\$ 27.83	\$ 28.39	\$ 28.96
Sixth Year	\$ 30.48	\$ 31.09	\$ 31.71	\$ 32.34
<u>CATEGORY OTHER</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Payroll Benefit Coordinator (Annual)	\$ 66,428.46	\$ 67,757.03	\$ 69,112.17	\$ 70,494.41
Police Clerk Typist/PSR	\$ 30.48	\$ 31.09	\$ 31.71	\$ 32.34

AFSCME Salary Guide (Hired On or After 1-1-2018)				
<u>CATEGORY I EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.35
Second Year	\$ 24.48	\$ 24.97	\$ 25.47	\$ 25.98
Third Year	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06
Fourth Year	\$ 27.03	\$ 27.57	\$ 28.12	\$ 28.68
Fifth Year	\$ 28.05	\$ 28.61	\$ 29.18	\$ 29.77
Sixth Year	\$ 29.58	\$ 30.17	\$ 30.78	\$ 31.39
<u>CATEGORY II EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 20.91	\$ 21.33	\$ 21.75	\$ 22.19
Second Year	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.81
Third Year	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90
Fourth Year	\$ 24.99	\$ 25.49	\$ 26.00	\$ 26.52
Fifth Year	\$ 26.01	\$ 26.53	\$ 27.06	\$ 27.60
Sixth Year	\$ 27.54	\$ 28.09	\$ 28.65	\$ 29.23
<u>CATEGORY III EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 19.89	\$ 20.29	\$ 20.69	\$ 21.11
Second Year	\$ 21.42	\$ 21.85	\$ 22.29	\$ 22.73
Third Year	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.81
Fourth Year	\$ 23.97	\$ 24.45	\$ 24.94	\$ 25.44
Fifth Year	\$ 24.99	\$ 25.49	\$ 26.00	\$ 26.52
Sixth Year	\$ 26.52	\$ 27.05	\$ 27.59	\$ 28.14
<u>CATEGORY IV EMPLOYEE</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
First Year	\$ 17.85	\$ 18.21	\$ 18.57	\$ 18.94
Second Year	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.57
Third Year	\$ 20.40	\$ 20.81	\$ 21.22	\$ 21.65
Fourth Year	\$ 21.93	\$ 22.37	\$ 22.82	\$ 23.27
Fifth Year	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.35
Sixth Year	\$ 24.48	\$ 24.97	\$ 25.47	\$ 25.98
<u>CATEGORY OTHER</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Payroll Benefit Coordinator	\$ 32.42	\$ 33.06	\$ 33.73	\$ 34.40
Police Clerk Typist/PSR	\$ 24.48	\$ 24.97	\$ 25.47	\$ 25.98

- A. All employees covered by this Agreement shall be paid in accordance with the following schedule in January 1, 2021 through December 31, 2024. Employees shall be paid bi-weekly.
- B. **CATEGORY I INCLUDES:**
1. Certified Tax/Water and Sewer Specialist
 2. Payroll/Personnel Clerk
 3. Planning Board Secretary I

4. Police Clerk/Matron
5. Principal Clerk Typist/Planning Board Secretary (1)
6. Principal Clerk Typist/Zoning Board of Adjustment Secretary (1)
7. Purchasing Specialist
8. Recreation Specialist
9. Sr. Clerk/Bookkeeper
10. Technical Assistant to the Construction Official
11. Telecommunicator
12. Zoning Board of Adjustment Secretary I

C. CATEGORY II INCLUDES

1. Control Person
2. Field Appraiser
3. Planning Board Secretary II
4. Principal Clerk Typist
5. Principal Tax Clerk
6. Water & Sewer/Tax Collection Clerk
7. Zoning Board of Adjustment Secretary II

D. CATEGORY III INCLUDES

1. Clerk Bookkeeper
2. Clerk Typist II (entering the 7th year of employment)
3. Planning Board Secretary III
4. Principal Assessing Clerk
5. Violations Clerk
6. Zoning Board of Adjustment Secretary III

E. CATEGORY IV INCLUDES

1. Clerk Typist (less than 7 years)
2. Crossing Guard
3. Police Service Representative

G. CATEGORY OTHER INCLUDES

1. Payroll Benefit Coordinator
2. Police Clerk Typist/PSR

H. In order to serve as the Planning Board Secretary and/or Zoning Board Secretary, an employee must successfully complete the Rutgers University-sponsored State courses and obtain the New Jersey Planning and Zoning Board Administration certificate within two (2) years of appointment. An employee who has been appointed by the Board as either the Zoning Board of Adjustment Secretary, or as the Planning Board Secretary, and who has attained:

- Less than two (2) years of experience in the position shall be paid in accordance with Category III.
- At least two (2) years of experience in the position shall be paid in accordance with Category II.
- Five (5) or more years of experience in the position shall be paid in accordance with Category I.

I. The "Police Service Representative ("PSR")" position will be compensated at a rate of thirty-five (\$35.00) dollars per matron search. This does not include dispatchers.

J. The stipend for the position of Lead Telecommunicator shall be \$10,000.00 annually and shall be non-pensionable.

K. Employees working the midnight shift in the Police Department shall be paid as follows:

2021	\$1.00
2022	\$1.02
2023	\$1.04
2024	\$1.06

*hourly shift differentials in addition to their hourly rate of pay.

L. 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 three (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.

M. Employees who are required to do permanent department rotation for cross-training shall be paid at the out of title pay, if greater than their salary, during the rotated period of time or make all rotating employees the same category.

ARTICLE 19
EDUCATIONAL INCENTIVE

- A. All employees covered under this contract are eligible for course reimbursement at the state tuition rate for up to three (3) courses annually. The courses must have prior approval and must be related to the position held or another government position to which you aspire. In order to receive reimbursement, you must pass the course. You can be denied taking courses for budgetary reasons. Stipends for degrees:

Associates Degree	\$1,500	annually
Bachelor's Degree	\$2,500	annually
Master's Degree	\$3,000	annually

1. 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.
 2. If the employee shall leave his/her position with Stafford Township within two (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 sixty (60) days of his/her departure.
- B. 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:

MUST HAVE CERTIFICATIONS FOR THE FOLLOWING:

a. Certified Tax Assessor/Tax Assessment Dept.	\$1,000
b. Certified Tax Collector/Water & Sewer & Tax Collector's Depts.	\$1,000
c. Certified Municipal Finance Officer/Finance Dept.	\$1,000
d. Certified Municipal Court Administrator/Municipal Court	\$1,000
e. Certified Municipal Clerk/Municipal Clerk's Dept.	\$1,000
f. Certified Planning Board & Zoning Board Secretary/Zoning Dept.	\$1,000
g. Certified Technical Asst to Construction Office/Bldg Dept.	\$1,000
h. Certified Purchasing Specialist/Purchasing Dept.	\$1,000
i. Certified Recreation Specialists/Recreation Dept.	\$1,000
j. Certified Alternate Deputy Registrar/Municipal Clerk's Dept.	\$2,500

1. 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 20
LONGEVITY

- A. All employees covered by this Agreement shall receive longevity compensation commencing on the anniversary date of hire according to the following schedule for those hired prior to July 1, 2002.

<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 1st day of the 24th 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 July 1, 2002:

• Beginning the 1 st day of the 5 th year	\$500
• Beginning the 1 st day of the 9 th year	\$750
• Beginning the 1 st day of the 13 th year	\$1,000
• Beginning the 1 st day of the 17 th year	\$1,500
• Beginning the 1 st day of the 20 th year	\$2,000

- D. Longevity will be eliminated for all employees hired after January 1, 2014.

ARTICLE 21
MEDICAL BENEFITS

A. State of New Jersey Health Benefit Plan

The Medical plan paid for by Stafford Township covering individuals and dependents 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 in accordance with the provisions of this agreement, will be reduced to a Tier III contribution rate on the effective date of the change to Direct 15. Employees hired on or after January 1, 2021 shall contribute to the cost of coverage in accordance with the Tier IV contribution rate. The applicable Chapter 78 Tier Schedule is attached hereto as Appendix A.

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)

The Township agrees to continue the current BC/BS dental plan or equivalent with:

1. Annual maximum benefit of \$2,000.00
2. Orthodontic maximum benefit of \$2,000.00

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 the Township. 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 January 1, 2014 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 B and C, and at the Employee's expense with individual cost the same as the group rate.

F. Eligibility for Medical Benefits Upon Retirement

1. Employees shall be eligible to receive medical benefits upon retirement, subject to the following:
 - a. Employees hired prior to January 1, 2017 – minimum of twenty-five (25) years in PERS
 - b. Employees hired on or after January 1, 2017 – minimum of twenty-five (25) years in PERS and minimum of ten (10) years of service with the Township of Stafford
 - c. Employees retiring from PERS under disability retirement
2. Said medical benefits shall cover the employee, the employee's spouse, and eligible dependents.

G. Contribution for Medical Benefits Upon Retirement

1. Employees hired prior to January 1, 2021, and who are eligible for medical benefits upon retirement in Section F above, shall contribute to the cost of those benefits, in accordance with the following:
 - a. Employees who have twenty (20) years of service in PERS prior to June 28, 2011 – no cost
 - b. Employees who did not acquire twenty (20) years in PERS prior June 28, 2011, and have:
 - i. Twenty-five (25) years or more of service in Stafford Township – Tier II based upon the retiree's annual retirement allowance and any future cost of living adjustments thereto.
 - ii. Less than twenty-five (25) years of service in Stafford Township – Tier III based upon the retiree's annual retirement allowance and any future cost of living adjustments thereto.

2. Employees hired on or after January 1, 2021, and who are eligible for medical benefits upon retirement in Section F above, shall **contribute** to the cost of those benefits in accordance with Tier IV based upon the retiree's annual retirement allowance and any future cost of living adjustments thereto.
- H. All employees hired before January 1, 2017 attaining twenty-five (25) years or more in the P.E.R.S. will receive health benefits for life in accordance with Chapter 88, Retirement benefits.
- I. The parties agree and acknowledge that prior continuous and uninterrupted service with the Stafford Municipal Utilities Authority is considered as work service credit with Stafford Township for purposes of qualifying for paid benefits upon retirement.
- J. 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.

ARTICLE 22

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 23

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 24
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 25
DURATION

This Agreement shall be retroactive to and in effect from January 1, 2021 through December 31, 2024 and shall continue in effect and full force for four (4) 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 ninety (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 15th day of December, 2020.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES OF NEW JERSEY,
AFL-CIO, LOCAL 3304A

TOWNSHIP OF STAFFORD


Susan Philhower
Chairperson 2/17/2021


Linda Yockachonis
Co-Chairperson 2/17/2021


AFSCME Executive Director or Designee
2/17/2021

ATTEST:


(Witness) 2/17/2021


Gregory E. Myhre, Mayor 2/17/2021


Matthew von der Hayden,
Township Administrator 2/17/2021


AFSCME Staff Representative 2/17/2021

ATTEST:


Linda Martin, Township Clerk 2/17/2021

APPENDIX A

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%