

AGREEMENT

BETWEEN

TOWNSHIP OF STAFFORD

AND

**THE UTILITY WORKERS UNION OF AMERICA
AFL-CIO AND ITS LOCAL 503**

Effective January 1, 2021 through December 31, 2024

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AGREEMENT

This Collective Negotiations Agreement (hereinafter referred to as "Agreement") entered into this 7th day of October, 2020 by and between the Township of Stafford (hereinafter referred to as "Employer" or "Township") and the Utility Workers Union of America, AFL-CIO and its Local 503 (hereinafter referred to as the "Union" or "Employees") (hereinafter the Township and the Union, collectively, shall be referred to as the "Parties").

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

NOW THEREFORE, the parties hereto, in accordance with the following covenants, conditions and agreements, mutually agree as follows:

ARTICLE 1

UNION RECOGNITION

1.1 Bargaining Unit. The Employer agrees to recognize the Union as the exclusive representative with respect to wages, hours, and other conditions of employment for the employees of the Employer in the following collective bargaining unit:

All full-time and part-time blue-collar employees employed by the Employer, but excluding all managerial executives, confidential employees, supervisors within the meaning of the Act; All other employees, craft employees, casual employees, police, professional employees, white collar employees, superintendent, and clerical employees. For purposes of clarification only full-time and part-time blue-collar employees employed by the Employer shall be included in the bargaining unit.

1.2 The Employer agrees to allow representatives of the Union, to enter the premises of the Employer, at reasonable times, for the purpose of individual and collective discussions with the Employer and/or employees. Proper notification must be given to the Employer and the time scheduled will be mutually acceptable.

ARTICLE 2

SUCCESSOR CLAUSE

2.1 This Agreement shall be binding on any private or semi-private successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise, of the department or part of the department. The Employer shall make it a written condition of transfer that all terms, provisions, and intents shall bind the successor or assigns of this Agreement of any private or semi-private entity.

2.2 The Employer shall notify the Union, in writing within a reasonable period of time, or as soon as practical, of any agreement to convey or otherwise transfer or assign to another entity, any of the operations covered by this Agreement.

ARTICLE 3

CONTINUITY OF OPERATIONS

3.1 It is recognized that the need for continued and uninterrupted operation of the Employer's business is of paramount importance to the users of the system and the citizens of Stafford Township, and there should be no interference with said operation.

3.2 The Union, its officers, members, agents, or principals agree not to engage in, encourage, sanction, or suggest strikes, slow-downs, job actions, lock-outs, mass resignations, mass absenteeism, or other similar actions which would involve suspension of or interference with the normal employer's business. The Employer agrees not to lock out employees.

3.3 The Employer shall have the right to discipline or discharge any employee engaged or causing a strike, slow-down or other such interference.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Employer hereby retains and reserves unto itself without limitation, all powers, rights, Township, duties and responsibilities conferred upon and vested in it prior to the execution of this agreement by the laws and Constitution of the State of New Jersey and United States, including, but without limiting the generality of the foregoing, the following rights.

- A. The executive management and administrative control of the Township and its properties and facilities and the activities of its employees.
- B. The hiring of all employees, promoting, transferring, and assigning employees. Further, to determine the number of employees necessary and to lay off employees if necessary.
- C. Disciplinary action including but not limited to suspension, demotion, discharge or take other appropriate disciplinary action against any employee for good and just cause.
- D. The sole and exclusive right to determine the manner and method of work to be performed including procurement, design, engineering, and if necessary, contracting with others, except as may be otherwise specifically limited by this agreement.
- E. The sole and exclusive right to draft and adopt reasonable rules and regulations pertaining to the Employer's operations and employee code of conduct for the purpose of establishing efficient operations and promoting safety for the general health and welfare of the community.

- F. The sole and exclusive right to determine the number and location of facilities, the work to be performed therein, amount of supervision necessary, type of machinery and equipment to be utilized, schedules of work, and the type and number of employees to be assigned to complete the tasks of work.

4.2 The exercise of the foregoing powers, rights, Township, duties, or responsibilities of the Employer, the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and rules and regulations.

4.3 The Employer, its successors and assigns agree to a position of neutrality, the Employer shall not hinder the Union in an organizing campaign, nor shall it comment on the Union's motives, integrity, character, or performance at any time. Also, the Employer shall not provide any support or assistance of any kind to any person or group who is attempting to organize opposition to the Union. The Union representative shall be allowed access to the Employer's facilities for the purpose of distributing literature and meeting with employees. Any time the Union has 55% authorization cards signed or more the parties agree to have a mutually agreed upon third party (AAA, a religious leader, etc.) to certify the cards, once certified the Employer agrees to recognize the Union and commence bargaining within thirty (30) days.

ARTICLE 5

NON-DISCRIMINATION

5.1 Neither the Union nor the Employer will discriminate against any employee because of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or 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 expression, and/or any other characteristic protected by law.

ARTICLE 6

UNION ACTIVITY

6.1 Union Officers and Stewards. Union officers and/or Stewards will be excused from duty, without pay, when required to conduct Union business other than with this Employer. Such excused absences will be in periods of half days or whole days unless the management determines in a particular case that the employee can be productively employed for a portion of such periods. Union officers and/or Stewards shall give management reasonable advance notice of their desire to be absent to conduct such Union business so that work schedules may be arranged accordingly. In no event will more than one (1) employee be absent from work at any one time to conduct such Union business. Union representatives and grievant will be allowed to attend jointly scheduled grievance meetings with management during working hours without loss of pay, for meetings and grievances. The parties agree that if emergent conditions arise, union officers and/or stewards cannot be released and/or may be called back to work to address the emergent conditions.

6.2 Joint Meetings. When meetings are held during regular working hours, there shall be no deduction from the regular straight-time pay of grievant and/or Union officers and Stewards on account of time, spent by them attending such meetings. When such mutually agreed upon meetings are held outside regular working hours no employee shall receive any compensation on account of time spent by them attending such meeting.

6.3 List of Officers and Stewards. The union shall furnish the Employer with a written list of its local officers and Shop Stewards and shall promptly notify the Employer in writing of any changes therein. Only such listed Officers and Stewards shall be recognized by the Employer for purposes of joint meetings except that the Union may, in its discretion, be represented by counsel or other representatives of the National Union.

ARTICLE 7

UNION SECURITY

7.1 The Employer agrees that it shall require as a condition of employment that all present employees and all new employees hereafter employed by the Employer in any class of work to which this agreement applies, shall no later than thirty (30) days after they are hired become members of the Union.

7.2 Any employee exempted from the provisions of this agreement who is transferred while this agreement is in effect to a class of work which is subject to the Union membership requirement, shall become a member of the Union within thirty (30) days after the effective date of such transfer.

7.3 Any employee of the Employer who at any time has been performing in a class of work which is subject to the Union membership requirements of this agreement, but who is subsequently transferred or promoted to a class of work which is not subject to the Union membership requirement of this agreement, shall have the right to withdraw from Union membership.

7.4 The Employer agrees to deduct from earned wages and remit to the Union (UWUA Local #503, Secretary Treasurer) the initiation fee and dues of employees. Certification shall be given to the Employer by the Union in writing on the amount of the deduction.

ARTICLE 8

PROBATIONARY PERIOD

8.1 Stafford Township and AFL-CIO 503 agree that the probationary period for new employees will be from ninety (90) days to one-hundred and eighty (180) days with the clear understanding that new employees in addition to the rights and benefits spelled out in the contract will also be eligible for the overtime rotation and will be placed on the overtime list by established policy and practice within thirty days of hire. Seniority is established from the first day of hire. The employee's acquisition of his/her CDL shall be included in the one-hundred and eighty (180) day probationary period. Any extensions to the probationary period shall be at the discretion and approval of the Township Administrator.

ARTICLE 9

SAFETY COMMITTEE

9.1 A Safety Committee has been established by the Township in accordance with the requirement of the Ocean County Joint Insurance Fund. The Township agrees to appoint a member of the bargaining unit to the Township Safety Committee.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In the event that any differences arise between the Employer and any of its employees affected by this Agreement, and concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance, provided that the grievance is presented within fourteen (14) days of its occurrence. There shall be no suspension of the work by either party on account of a grievance, and an earnest effort shall be made to settle grievances at an early date. The procedure for settlement of grievances shall be as follows:

- A. The aggrieved employee shall discuss the grievance with his/her Union steward and Supervisor within two (2) working days after the grievance is submitted in writing. Every reasonable effort shall be made towards a proper disposition and settlement of the grievance. The supervisor shall render a written decision.
- B. If no satisfactory settlement of the grievance is reached within five (5) working days, the Superintendent of the Sewer & Water Utility Department (designee) and a representative of the Union, grievant(s) shall meet to discuss the grievance and attempt to resolve the grievance. The Superintendent shall issue a decision in writing.
- C. In the event the grievance is not satisfactorily resolved as set forth above, the Union or the Employer shall within fifteen (15) days, set up a meeting with the Township Administrator and the union grievance committee and a national representative from the Union in an attempt to resolve the dispute and satisfactorily settle the grievance.
- D. Either party may request the American Arbitration Association submit a list of arbitrators, from which the parties shall mutually select an arbitrator, or follow the rules of the American Arbitration Association for selection of an arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the Employer and the Union.

ARTICLE 11

SENIORITY

11.1 Employee (s) seniority shall be defined as continuous service with the Employer. By mutual agreement of the parties, full-time service with the Stafford Municipal Utilities Authority shall be counted toward seniority.

11.2 An employee's length of continuous service and all employment rights shall terminate if he/she:

- a. Quits or resigns his/her employment;
- b. Is discharged or terminated for just cause;
- c. Retires;
- d. Is absent from work for fourteen (14) or more consecutive working days without notifying the Employer or without adequate reason if he/she does notify the Employer;
- e. Fails, without adequate reason, to report for work upon recall at the time specified by the Employer or to report for work at the expiration of a leave of absence granted by the Employer; or,
- f. If Employer declares his/her position vacant for cause.

11.3 When a reduction in forces becomes necessary the Employee with the least employee seniority shall be demoted or laid off first, within job classification. An employee displaced from a classification shall have the right to bump any employee with less employee seniority and keep their current rate of pay. Employees shall be recalled with the employee with the most employee seniority being recalled first. Employees who decline to accept a position offered in accordance with this section shall forfeit their right to recall.

ARTICLE 12

HOURS OF WORK/OVERTIME

12.1 The hours of work shall be 7:00 AM to 3:00 PM with a thirty (30) minute lunch on the job, which will constitute an eight (8) hour working day, Monday through Friday. A fifteen (15) minute break in the morning shall be permitted. Scheduling of lunch and break times shall be at the discretion of the employer so as to not interrupt the work schedule.

12.2 Any work required outside of these hours will be paid at the rate of one-and-one-half (1.5) times the regular straight time. Employees who are called out to work on an emergency, other than operators who are "on-call," shall be entitled to a minimum of four (4) hours pay. Operators who are "on-call" shall be entitled to a minimum of two (2) hours pay for an emergency call out occurring prior to 10:00 PM. Operators who are "on-call" shall be entitled to a minimum of four (4) hours pay for an emergency call out occurring after 10:00 PM. Employees are not permitted to "pyramid" overtime during multiple emergency call outs on the same shift. Employees called out in case of an emergency shall be limited to the actual hours worked in excess of the minimum call out times stated above in the case of multiple call outs on the same shift.

12.3 After having worked twelve (12) hours prior to the start of the normal work day (7:00 AM) any and all additional hours are to be paid at the rate of time and one-half until the end of the work day, after which time the rate shall be double-time, AND if an employee is required to work on Sunday or a holiday, he/she shall receive double time for all hours worked on a Sunday or holiday consistent with the provisions contained in this Agreement.

12.4 Time spent by an employee in waiting for and receiving medical attention for an illness that began on the job or a work-related injury shall be considered hours worked for pay purposes, until the end of the scheduled shift.

12.5 Unless an emergency has been declared by the Mayor of the Township due to an imminent health hazard, employees who have completed an extended continuous work period of sixteen (16) or more consecutive hours, excluding authorized time off for meals, shall be permitted at least eight (8) hours off duty time before they are required to start work again. If the required eight (8) hours off extends into the employee's next regularly scheduled work day, they shall be excused with pay at the straight time rate for that part of their regular work schedule necessary to make up the eight (8) hours off.

12.6 The Township has established a call-out rotational schedule for responding to calls after normal business hours and on weekends or paid holidays. Said rotational schedule shall be based on seniority except in those instances where the Superintendent or the Executive Director have determined that a specific skill is required and the on-call operator is unable to address the issue without assistance. Failure by an employee to respond to an offer of overtime will result in that employee being passed over and the overtime will be offered to the next employee in the rotation until the list is exhausted. Overtime assignments will be tracked and new overtime assignments will begin where the list terminated in the previous assignment.

ARTICLE 13

MEAL PERIOD

13.1 When an employee has been called out for emergency work OR if the employee is required to "work through" their scheduled lunch or dinner break without corresponding time off at the end of the day, the township agrees to reimburse the employee for any meals that fall within that working time period at a rate of \$8.25 for breakfast, \$11.00 for lunch and \$25.00 for dinner. Receipts shall only be required when the employee does not receive corresponding time off at the end of the day.

13.2 After two unexcused absences due to illness on a Monday or Friday or 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 immerge.

ARTICLE 14

PERSONNEL RECORDS

14.1 Employees and the Union with written approval from an employee shall have the right to review their personnel files upon reasonable written notice to the Employer. Copies of any documents will be provided upon payment of a reasonable charge for such copies.

ARTICLE 15

LIGHT DUTY/RETURN TO WORK POLICY

15.1 The Township has adopted an Alternate Duty/Return to Work Policy which is designed to facilitate an employee's return to work. If an employee has secured a written release from his/her physician to return to work under "light duty" circumstances, the Township reserves the right to determine whether or not that employee should return to work under "light duty" or whether that employee is able to work on a full time basis. The Township reserves the right to require the employee to be examined by the Township's duly authorized and appointed physician in order to determine the ability of the employee to work on a full-time basis.

ARTICLE 16

LEAVES 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.

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 superintendent 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 17

SICK LEAVE

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

19.2 Immediately following a one-hundred and eighty (180) day probationary period employees shall earn sick leave at the rate of one-and-one-quarter (1.25) days per month for each month worked up to a maximum of fifteen (15) days each year. Sick leave may accumulate from year to year to be used if and when needed by the Employee.

19.3 If an Employee is absent for reasons that entitle him/her to utilized sick leave, the Employee is responsible for notifying his/her supervisor promptly by the Employee's usual reporting time. Failure to notify the supervisor may be cause for denial of the use of sick leave and may constitute cause for disciplinary action.

19.4 Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

19.5 The Township may require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause of 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's physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the Employee to the Township's physician to investigate the report.

19.6 When an absence due to an illness does not exceed two (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's physician before returning to work. Any absence in excess of two (2) consecutive working days shall require a written statement from the employee's physician certifying to the employee's absence from work due to illness.

19.7 Employees who are unable to report to work because of illness or injury and who have notified their supervisor in accordance with the Article shall be responsible for notifying their Supervisor as to their place of confinement.

19.8 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 (including the Stafford Municipal Utilities Authority) and employees hired after January 1, 2009 shall be eligible for reimbursement for accumulated an unused sick leave 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.

19.9 Employees shall be permitted to "sell back" accumulated an unused sick leave on an annual basis subject to the following regulations:

- Employees must notify the Superintendent of Water and Sewer 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 fiscal year in accordance with the following formula.
 1. All employees may sell back up to five (5) sick days per year regardless of sick leave usage during the year provided that written notice is given by November 1st of each year. Payment will be made no later than December 31st.
 2. In order for an employee to sell back more than five (5) days with a maximum sell back of ten (10) days, he/she must meet the following criteria:
 - ◆ If an employee uses less than two (2) days of sick leave, he/she may sell back up to an additional five (5) days for a total of ten (10) days.
 - ◆ If an employee uses two (2) to five (5) days of sick leave, he/she may sell back up to an additional two (2) days for a total of seven (7) days.
 - ◆ No additional sell back over and above five (5) days if employee uses more than five (5) days.

19.10 Employees hired after January 1, 2009 may sell back sick leave in accordance with the above-referenced conditions, however, the sell back shall be capped at 50% of the value of the days sold.

Employees hired after January 1, 2014 will not be eligible for any sick time sell back.

19.11 In accordance with P.L. 2010, c. 3, 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).

19.12 Employees shall be entitled to utilize sick leave as a supplement to Worker's Compensation or Temporary Disability payments. Payments received by an Employee shall either be remitted to the Township or used as an offset to full salary payments.

19.13 The minimum amount of sick leave permitted to be taken at one time is ½ day.

19.14 The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee's accrued sick, vacation and personal day benefits up the maximum amounts as provided in the collective bargaining agreement and/or pursuant to applicable law.

Temporary Disability:

- A. All Employees shall be enrolled in the State of New Jersey Temporary Disability Plan effective January 1, 2001 and shall be subject to all the terms and conditions of the Plan including any copay required by the State of New Jersey. Employees use of paid sick leave during a period of temporary disability is subject to applicable State regulations.
- B. Employees shall not accumulate any sick leave while on disability.
- C. Illness or injury occurring during employment for another employer shall not qualify for paid disability absence.

ARTICLE 18

HOLIDAYS

21.1 Employees will receive the day off at their regular rate of pay for each holiday. The following are paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Columbus Day
General Election Day (Nov)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

21.2 Each such holiday shall be observed on the day established for its observance. If a holiday occurs during an employee's vacation period, the employee will be given an additional day of paid vacation.

ARTICLE 19
PERSONAL LEAVE

22.1 Personal days: All employees shall be entitled to six (6) personal days per year 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. Employees hired prior to January 1, 2019, shall be permitted to redeem up to two (2) unused personal days per year. Written requests for utilization of personal days must be submitted to the superintendent on forms supplied by the township at least five (5) working days in advance, unless in cases of unforeseen emergencies.

ARTICLE 20
VACATION

23.1 The following annual vacations with pay shall be granted to employees:

- A. During the first year of employment: employees shall be entitled to one (1) vacation day for each of the 3rd through 12th month of employment, for a total of ten (10) vacation days.
- B. During the second year of employment: employees shall be entitled to one (1) vacation day for the 13th through 21st month of employment, and two (2) vacation days for the 22nd, 23rd and 24th month of employment, for a total of fifteen (15) vacation days.
- C.

Upon completion of 2 nd year	16 vacation days
Upon completion of 3 rd year	17 days
Upon completion of 4 th year	18 days
Upon completion of 5 th year	19 days
Upon completion of 6 th year	20 days
Upon completion of 7 th year	21 days
Upon completion of 8 th year	22 days
Upon completion of 9 th year	23 days
Upon completion of 10 th year	24 days
Upon completion of 11 th year	25 days
Upon completion of 12 th year	26 days (maximum number of days)

The maximum annual amount of vacation for employees hired after January 1, 2009 shall be twenty (20) days.

Note: Time served as a full-time employee with the Stafford Municipal Utilities Authority shall count toward years of service for the purpose of calculating an employee's vacation allotment. Further, employees who have greater than twelve (12) years of service as of July 1, 2001 shall not have their vacation allotment reduced.

- D. Employees may sell back up to five (5) vacation days per year. Beginning 2016, employees may sell back 10 (ten) vacation days. Employees must provide written

notice to the Township by November 1st of each and every year with an estimate of the number of unused vacation days to be sold to the Township. The Township reserves the right to reject any requests for the sale of unused vacation days for employees who have not filed this annual notice. Employees hired after January 1, 2009, may sell back up to five (5) vacation days per year at their full rate.

23.2 Employees are required to take at least one (1) week of vacation each year.

23.3 Employees may accumulate a maximum of sixty-five (65) vacation days. Employees hired on or after May 21, 2010 may carryover vacation leave for one (1) calendar year, and accrued vacation leave not utilized in the succeeding year shall be forfeited. The maximum payment for accumulated and unused vacation at retirement shall not exceed one year's vacation allocation.

ARTICLE 21
WAGE SCHEDULE

Utility Workers/Laborer - Hired Before 1/1/2017					
Position		2021	2022	2023	2024
Mark Out Person		\$31.13	\$31.75	\$32.39	\$33.04
w/CDL		\$31.42	\$32.04	\$32.69	\$33.34
Meter Specialist		\$35.22	\$35.93	\$36.64	\$37.38
w/CDL		\$35.73	\$36.45	\$37.17	\$37.92
Master Carpenter		\$35.22	\$35.93	\$36.64	\$37.38
w/CDL		\$35.73	\$36.45	\$37.17	\$37.92
Senior Meter Specialist		\$38.81	\$39.59	\$40.38	\$41.19
w/CDL		\$39.09	\$39.87	\$40.67	\$41.48
Equipment Operator		\$37.64	\$38.39	\$39.16	\$39.94
w/CDL		\$37.90	\$38.66	\$39.43	\$40.22
Mechanic-Asst		\$32.91	\$33.56	\$34.23	\$34.92
w/CDL		\$33.18	\$33.84	\$34.52	\$35.21

Mechanic without/certification		\$38.59	\$39.36	\$40.15	\$40.95
w/CDL		\$38.86	\$39.64	\$40.43	\$41.24
Mechanic w/certification		\$39.29	\$40.08	\$40.88	\$41.70
w/CDL		\$39.57	\$40.36	\$41.16	\$41.99
Lead Mechanic		\$40.68	\$41.49	\$42.32	\$43.17
w/CDL		\$40.94	\$41.76	\$42.60	\$43.45
Operator Class I		\$38.55	\$39.32	\$40.10	\$40.91
w/CDL		\$38.82	\$39.60	\$40.39	\$41.20
Operator Class II		\$42.50	\$43.35	\$44.22	\$45.10
w/CDL		\$43.00	\$43.86	\$44.74	\$45.63
Operator Class III		\$43.62	\$44.49	\$45.38	\$46.28
w/CDL		\$43.94	\$44.82	\$45.72	\$46.63
Chief Operator		\$46.64	\$47.58	\$48.53	\$49.50
w/CDL		\$46.91	\$47.85	\$48.80	\$49.78
<u>Labor/Utility Worker</u>					
Laborer/Utility Worker Year 2		\$27.30	\$27.84	\$28.40	\$28.97
w/CDL		\$27.57	\$28.12	\$28.68	\$29.26
Laborer/Utility Worker Year 3		\$30.77	\$31.39	\$32.02	\$32.66
w/CDL		\$31.05	\$31.67	\$32.30	\$32.95
Laborer/Utility Worker Year 4		\$31.02	\$31.64	\$32.27	\$32.92
w/CDL		\$31.29	\$31.92	\$32.56	\$33.21

Utility Workers/Laborer - Hired On or After 1/1/2017					
Position		2021	2022	2023	2024
Water & Sewer Clerk		\$18.00	\$18.36	\$18.73	\$19.10
Mark Out Person w/CDL		\$25.00	\$25.50	\$26.01	\$26.53
Meter Specialist w/CDL		\$25.50	\$26.01	\$26.53	\$27.06
Master Carpenter w/CDL		\$25.50	\$26.01	\$26.53	\$27.06
Senior Meter Specialist w/CDL		\$28.50	\$29.07	\$29.65	\$30.24
Equipment Operator w/CDL		\$27.50	\$28.05	\$28.61	\$29.18
Mechanic-Asst w/CDL		\$24.50	\$24.99	\$25.49	\$26.00
Mechanic without/certif w/CDL		\$29.50	\$30.09	\$30.69	\$31.31
Mechanic w/certif w/CDL		\$30.50	\$31.11	\$31.73	\$32.37
Lead Mechanic w/CDL		\$31.50	\$32.13	\$32.77	\$33.43
Operator Class I w/CDL		\$30.50	\$31.11	\$31.73	\$32.37
Operator Class II w/CDL		\$33.00	\$33.66	\$34.33	\$35.02
Operator Class III w/CDL		\$35.00	\$35.70	\$36.41	\$37.14
Chief Operator w/CDL		\$38.00	\$38.76	\$39.54	\$40.33
Labor/Utility Worker		2021	2022	2023	2024
Laborer/Utility Worker Year 1 w/CDL		\$17.50	\$17.85	\$18.21	\$18.57
Laborer/Utility Worker Year 2 w/CDL		\$18.50	\$18.87	\$19.25	\$19.63
Laborer/Utility Worker Year 3 w/CDL		\$19.50	\$19.89	\$20.29	\$20.69
Laborer/Utility Worker Year 4 w/CDL		\$20.50	\$20.91	\$21.33	\$21.75
Laborer/Utility Worker Year 5 w/CDL		\$21.50	\$21.93	\$22.37	\$22.82
Laborer/Utility Worker Year 6 w/CDL		\$22.50	\$22.95	\$23.41	\$23.88
Laborer/Utility Worker Year 7 w/CDL		\$24.00	\$24.48	\$24.97	\$25.47

24.2 Chief Operator will be paid \$1.00 more per hour after 6 months from time of appointment to the position of Chief Operator.

24.3 Pay periods will be determined by the Employer but shall be no less frequently than bi-weekly.

24.4 Employees in the classification of Operators shall advance to the next level/class in the wage scale upon successful completion of the NJDEP course and issuance of the appropriate NJDEP certification.

24.5 Employees assigned to a pipe crew will be entitled to a \$3 per hour rate increase for the duration of their assignment. This does not include standard pipe repair or installation.

ARTICLE 22

CALL OUT

25.1 Employees who are called out or are scheduled to work a Sunday shall be entitled to double (2) times their normal rate of pay.

25.2 Employees who are scheduled for on call shall receive eight (8) hours pay for Saturday and Sunday at the applicable rate and a minimum four (4) hours pay at the applicable rate for being on call Monday through Friday and doing rounds during the evening hours.

25.3 The Township agrees to distribute overtime evenly within job classifications whenever possible.

25.4 The parties acknowledge that in an effort to monitor the conditions in the Township water and sewer utility system, the Township has established an on-call rotation schedule that includes the four licensed operators in Local 503 and one licensed operator in Teamsters Local 469. The parties agree that from time to time operators may wish to switch schedules, which would be permitted if approved in advance by the Superintendent. Scheduling of the on-call rotation shall be the responsibility of the Superintendent; however, if all five (5) operators are physically able to perform their job, the on-call rotation shall be distributed as evenly as possible among the five operators. The parties also acknowledge that there may be unforeseen conditions that arise which result in an operator or more than one operator being off from work for health reasons for a prolonged period of time. If the employee is reasonably expected to return to work within a six-month period, and/or if more than one operator is off from work, then the Superintendent may schedule himself in the rotation for one of those employees. For extraordinary circumstances defined as periods of time greater than six (6) months in duration, and in circumstances where only one operator is out, the additional open shift shall be rotated among the four (4) operators.

ARTICLE 23

LONGEVITY

26.1 The following schedule of benefits shall apply to employees hired after July 1, 2001:

Beginning on the 1 st day of the 5 th year	\$ 500.00
Beginning on the 1 st day of the 9 th year	\$1,000.00
Beginning on the 1 st day of the 13 th year	\$1,275.00
Beginning on the 1 st day of the 17 th year	\$2,000.00
Beginning on the 1 st day of the 20 th year	\$2,500.00

26.2 Employees hired before the effective date of this Agreement, July 1, 2001, shall be paid in addition to and together with their wages, additional compensation based upon the length of service with the Employer, as fixed and determined according to the following schedule:

Commencing on the 1 st day of the 5 th year	2% of employee base wages
Commencing on the 1 st day of the 9 th year	4% of employee base wages
Commencing on the 1 st day of the 13 th year	6% of employee base wages
Commencing on the 1 st day of the 17 th year	8% of employee base wages
Commencing on the 1 st day of the 20 th year	10% of employee base wages
Commencing on the 1 st day of the 24 th year	12% of employee base wages

26.3 Longevity pay shall be applied on the basis of employee's anniversary date of employment (date of hire) and shall commence at the adjusted rate of the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employee's base wages. Time served as a full-time employee of the Stafford Municipal Utilities Authority shall count toward years of service for the purpose of calculating longevity.

26.4 All employees hired after January 1, 2014 will not be eligible for longevity.

ARTICLE 24

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 group 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)

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

ii. Less than twenty-five (25) years of service in Stafford Township – Tier III

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.

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.

ARTICLE 25

EDUCATIONAL INCENTIVES

28.1 The Employer would like to encourage all Employees to continue to improve their knowledge base and work skills. To that end, Employees may take courses directly related to their area of job responsibility if approved in advance by the Employer. The Employer shall furnish forms to Employees for submitting written requests. Employees may request that the Township pay the tuition /registration fee in advance. The Employee must attain a passing grade and must submit proof of the passing grade to the Employer. If the Employee does not attain a passing grade, he/she must reimburse the Employer within six (6) months. If the Employee does not reimburse the Township within six (6) months, the Township shall have the right to withhold the reimbursement due from the Employee from the Employee’s payroll checks. If an employee reassigns within a three (3) year period from the receipt of monies for said education, the employee will be required to fully reimburse the Employer for all monies paid under this Article.

The Employer may furnish transportation or may authorize reimbursement to the Employee for transportation costs to and from school in accordance with the Township’s travel policy. If the Employee has paid the cost/registration fees in advance, he/she shall submit to the Employer evidence of a passing grade, at which time the Employer will authorize reimbursement to the Employee. This policy includes tuition and transportation costs for Licensed Operators who are required to attain Continuing Education Units (CEU) each year.

ARTICLE 26

LICENSING

29.1 The Township agrees to reimburse employees for annual NJDEP licensing fees for employees who currently hold licenses as water and/or sewer operators.

ARTICLE 27

UNIFORMS

30.1 Each employee will receive the following allotment of clothing in lieu of a monetary stipend:

- a. Eleven (11) pair of dark blue pants;
- b. Eleven (11) light blue shirts;
- c. Five (5) pair of shorts; and,
- d. Five (5) tee shirts.

30.2 The shoe allowance shall be \$750.00 per employee per year. This amount shall be paid either directly to a Township-approved vendor or to the employee to reimburse him/her for the costs advanced as evidence by a paid receipt and as approved by the Township Administrator. The shoe allowance shall cover all costs for shoes/boots, socks, inclement weather gear, cold weather gear including gloves and hats and any other equipment or clothing that is not considered safety equipment.

30.3 The shoe allowance will not cover required safety equipment. The Township will provide all SAFETY PPE required for employee protection except for equipment specifically excluded in the preceding paragraph. Examples of equipment provided include but are not limited to safety vests, hard hats, respirators, dust masks, etc.

ARTICLE 28

BULLETIN BOARD

31.1 The Employer shall provide sufficient space for a Union bulletin board; all notices shall be posted by a Union representative. Any bulletin deemed controversial must have approval by the Employer. The Township reserves the right to remove the material from the bulletin board that is defamatory or objectionable, upon proper notice to the Union.

ARTICLE 29

PROMOTIONS AND VACANCIES

32.1 Vacancies in any positions or in newly created positions shall be posted for ten (10) working days in places accessible to employees. Applicants desiring to fill such vacancy or position shall apply in writing. The Employer shall post notice(s) of applicant(s) who have been chosen within thirty (30) days after the ten (10) day posting.

32.2 Employees bidding for a position or vacancy shall be considered on the basis of seniority and qualifications, which determination shall be made by the Employer. If qualifications are equal seniority shall be the determining factor.

ARTICLE 30

COMPLETE AGREEMENT

33.1 This Agreement contains and constitutes the complete and entire Agreement between the parties. No additions, waivers, deletions, changes, or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties. If any provision of this Agreement is held to be invalid by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 31

PRECEDENCE OF LAW AND REGULATIONS

35.1 This Agreement is subject to all applicable laws of the State of New Jersey as amended.

ARTICLE 32

DURATION

36.1 This Agreement shall be in effect as of and applied retroactively to the first day of January, 2021 up to and including the 31st day of December, 2024. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January, 2021, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2021.

IN WITNESS WHEREOF, the parties hereto sign this Agreement on this 7th day of October, 2020.

TOWNSHIP OF STAFFORD



Gregory E. Myhre, Mayor



Matthew von der Hayden,
Township Administrator/Director Water
& Sewer Utility Department



LINDA MARTIN, Municipal Clerk

**UTILITY WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL 503**



Bargaining Committee



Bargaining Committee



Shawn Garvey, UWUA

APPENDIX A

State Health Benefits Contribution Chart Below for reference only:

Chapter 78 Tier Schedule

	Salary up to	Tier 1	Tier 2	Tier 3	Tier 4
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%

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWNSHIP OF STAFFORD AND
THE UTILITY WORKERS UNION OF AMERICA
AFL-CIO AND ITS LOCAL 503**

This Memorandum of Understanding ("MOU") is entered into by and between the Township of Stafford ("Township") and the Utility Workers Union of America ALF-CIO and its Local 503 ("Union") (Township and Union collectively referred to as the "Parties"), with the intent to allow proper communication between the Parties listed above and in accordance with Article 21 Wage Schedule, within the collective negotiations agreement, effective January 1, 2021 through December 31, 2024 ("Agreement").

It is mutually agreed by all Parties that, effective upon ratification of the Agreement, the Township agrees as follows:

1. In the event that the Township approves a salary adjustment to any bargaining unit identified in Paragraph 2, below that is above the percentage increases defined in Article 21 of the Agreement, that same percentage increase shall be provided to the members of this Union in lieu of the percentage increase provided in Article 21.
2. The salary adjustment identified in Paragraph 1 shall be limited to the following bargaining units:
(i) American Federation of State, County and Municipal Employees of New Jersey, AFL-CIO, Local 3304A; (ii) Teamsters Local No. 97 of New Jersey; (iii) Teamsters Local 469 Management and Support; and (iv) Teamsters Local No. 469 of New Jersey, representing the Supervisory Employees of the Public Works and Water and Sewer Utility Department.
3. The terms of this MOU shall not apply to any salary adjustment made or agreed after a Notice of Impasse is filed with the New Jersey Public Employment Relations Commission ("PERC") by either the Township and/or any of the identified bargaining units.

4. The terms of this MOU shall not apply to any nonmaterial contract language revisions or contractual provisions other than the wage schedule/salary guide specifically identified above, nor shall it apply to adjustments that are solely the result of a ministerial or calculation error.
5. The terms of this MOU shall only be applicable to negotiations for agreements commencing on January 1, 2021. The Parties expressly agree that this MOU shall not be applicable to any future collective negotiations agreements except those commencing on January 1, 2021.

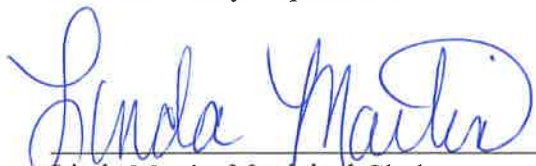
TOWNSHIP OF STAFFORD



Gregory E. Myhre, Mayor



Matthew von der Hayden,
Township Administrator/Director Water
& Sewer Utility Department



Linda Martin, Municipal Clerk

**UTILITY WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL 503**



Bargaining Committee



Bargaining Committee



Shawn Garvey, UWUA