

AGREEMENT
BETWEEN
TOWNSHIP OF STAFFORD
AND
TEAMSTERS LOCAL NO. 469 OF NEW JERSEY
REPRESENTING THE SUPERVISORY EMPLOYEES OF THE
PUBLIC WORKS AND
WATER AND SEWER UTILITY DEPARTMENT
EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

- A. In the negotiation 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 the Supervisory Employees in the Public Works and Water and Sewer Utility Department.
- B. The bargaining unit shall consist of all such regular full-time Employees of the Township of Stafford Public Works and Water and Sewer Utility Department now employed or hereinafter employed in the titles of Superintendent, Assistant Superintendent, Foreman, and Assistant Foreman.
- C. This Agreement shall govern all wages, hours, and other conditions of the 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.
 - 1. 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.
 - 2. It is understood in the case of the Employees who represented herein, the need to stop work for just cause, such as safer health reasons, will not be considered a violation of this Article.

As used in this section, the term "strike" shall be defined as any of the following:

- a. Concerted of failure to report for duty;

- b. Willful actions of Employee(s) from assigned positions;
 - c. Stoppage from work;
 - d. Absence in whole or in part from full, faithful and proper performance of the Employee(s)' duties of employment;
 - e. Slow down;
 - f. Walk out; or
 - g. Any other illegal job action against the Township.
3. 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.
4. 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 semi-private or private entity.
5. 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 to assign to another entity any of the operations covered by this Agreement.

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 places mutually convenient at the request of either party.
- C. Employees of the Employer, not to exceed two (2) in number, may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments to attend such collective bargaining meetings.
- D. Those Employees known as Shop Steward and the Assistant Shop Steward shall be excused from work for Union activities, with no loss of pay, with proof of attendance at Union scheduled seminars.

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

- B. 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.
- C. The Township of Stafford hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon invested on 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 Security and Financial Empowerment Act (NJ SAFE ACT) (P.L. 2013, c. 82) and regulations promulgated to those statutes or comparable leave laws shall be a management prerogative. All leaves which are also covered under any of the foregoing laws as well as leave under the herein Agreement shall run at the same time.

ARTICLE 4

DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employee 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 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.

1. 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. Employees shall be permitted to examine their personnel files during normal working hours.
2. Although the Township agrees to protect the confidentiality of personal references, credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the Employee under the requirements of State Law.

ARTICLE 5

AGENCY SHOP, DUES DEDUCTIONS AND UNION DUES CHECK-OFF

- A. All Employees covered by this Agreement who have joined the Union as of the signing of this Agreement shall remain members of good standing for the duration of this Agreement.

- B. Upon receiving the voluntary written authorization and assignment of an Employee covered by this Agreement (in the form agreed upon by the Township and the Union and consistent with State Statutes), the Township agrees to deduct from the pay of each Employee membership dues in such amounts as shall be fixed pursuant to the by-laws in constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The regular Union membership dues, fees, and assessments shall be certified to the Township by the union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice of such within thirty (30) days prior to the effective date of said change. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Chief Financial Officer or designee.
- C. 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.
- D. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken by the Township in reliance upon wage deductions, authorization cards or the fair share assessment information as furnished by the Union to the Township or upon the official notification of any Union agents or persons acting on their behalf, advising of such deductions.

- E. Union Activities: Union officers and/or Stewards will be excused from duty **without pay**, when required to conduct Union business other than with the Township. In addition, Stewards will be excused from duty with pay to attend disciplinary meetings, grievance meetings, negotiation sessions and other joint meetings with the Employer.

ARTICLE 6

PROBATIONARY PERIOD

All new Township Employees shall be considered to be on probation for a period of ninety (90) days and may be discharged without cause during the ninety (90) day probationary period.

ARTICLE 7

EDUCATION AND TRAINING

Subject to budgetary constraints, Employees are eligible for reimbursement from the Township for approved training classes including transportation costs provided that the Employees attain a passing grade. The Township will provide tuition payment/reimbursement, transportation, and approved work time off to enable the Superintendent and Assistant Superintendent to maintain the requisite training contract hours required by the State NJDEP. Further, in addition to the foregoing, the Township will provide full reimbursement to employees for any and all fees required to maintain their public works and water and sewer licenses.

ARTICLE 8

DISCIPLINE

- A. Discipline of an employee shall be only for just cause. Discipline under this article means official reprimand, suspension, demotion, or removal.

- B. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Aggrieved person: An "aggrieved person" is the person or persons or the Union making the claim.
3. 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 might be taken in order to resolve the claim.

B. Requirement

1. 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.
2. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or be 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 of 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 this procedure. However, in the event the Union is not present after final determination at Step 3, 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.

3. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

C. Procedure

Step One: Any grievance which arises after the effective date of this Agreement shall first be discussed with the Superintendent. The Superintendent or his representative will meet with the Employee, his representatives and representatives of the Employer as the Superintendent may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Superintendent or his representative and returned to the Employee and Union representative within ten (10) calendar days from its appeal to the Superintendent. If the Superintendent is the grievant the grievance procedure shall begin at Step Two.

Step Two: If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Township Administrator within five (5) calendar days of receipt of the decision in Step Two. The Township Administrator will meet with the Employee and/or his Union representative and the Superintendent to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Township Administrator and returned to the Employee and Union representative within thirty (30) calendar days from its appeal.

Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within ten (10) calendar days of the date of Employer decision in Step Two. If and unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested. For the purpose of arbitration, the aggrieved party shall file with the New Jersey State Public Employment Relations Commission (PERC) for a panel of arbitrators in accordance with PERC rules. This appeal shall be within fourteen (14) days of the determination in Step Two. The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be in writing and is final and binding for the parties to the Agreement.

- D. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

- E. The Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as changes are made.

ARTICLE 10

SENIORITY

- A. A job opening shall be posted on an appropriate bulletin board for a period of ten (10) working days.
- B. Seniority is defined as continuous unbroken service with the Employer, except where bridging of service is mutually agreeable to both parties. A coin toss will determine seniority for two (2) or more employees hired on the same date. Employees shall be credited with their years of services from the Stafford Municipal Utilities Authority (SMUA) for purposes of seniority, longevity, Public Employees' Retirement System (PERS) and vacation calculation. The parties acknowledge and agree that continuous and uninterrupted service with the SMUA is considered as work service credit with Stafford Township for purposed of qualifying for paid benefits upon retirement.
- C. The Employer will endeavor to fill permanent/temporary job openings by promoting Employees from the next lower rate of job titles. In all instances, Employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job. Temporary employees may be given credit for the time served at the discretion of the Township.
- D. If there are two (2) or more Employees with the equal skill and ability to perform the work, than, at the discretion of the administration (which may be arbitrarily or capriciously

withheld), the Employee with the greatest seniority 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.

- E. 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. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within ten (10) calendar days of the posting of such notice, the Township, at its discretion, shall fill such permanent job opening or vacancy within twenty five (25) days (thirty five days (35) days total). This time may be extended for an additional ten (10) day period upon proper notification to the union by the township. The above does not limit the right of the Township to fill, on a temporary basis and at its discretion, any of the above-referenced bargaining job vacancies or openings, regardless of the time limits of the above-referenced notice. Nothing stated herein shall require the Township to fill vacancies.

- F. Layoffs shall be conducted as follows:

1. In the event the Township reduces the number of Employees in any particular job title(s), Employee(s) with the least seniority will be laid off first, provided that the Employee(s) not laid off possess the necessary skills and abilities to perform the duties of those position(s) affected by the layoff. Such determination shall be at the discretion of the Township.
2. Employees will be given notice of pending layoffs at least two (2) weeks in advance of said layoff (or sooner if possible). Employees will have bumping rights which

considers their seniority in relation to all Township Public Works and Water and Sewer Utility Operational Employees.

3. Employees continuously laid off for a period of twenty-four (24) months or more shall not be entitled to recall. Employees who decline to accept the same position they were laid off from, offered in accordance with this section, shall forfeit their right to recall.
4. Employees shall be recalled to work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. The Township, in its sole discretion, shall determine the requisite qualifications and skills necessary to perform the available work.
5. Any recall of employees by the Township may be on a temporary basis.

ARTICLE 11

HOURS/SCHEDULE/OVERTIME

The hours of work shall be 7:00 am to 3:00 pm with a thirty (30) minute lunch on the job, which shall 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.

OVERTIME

- A. The Water and Sewer Assistant Superintendent shall be part of the ongoing rotational list for "on call" responsibilities. The Superintendent shall, at the direction of the Township, fulfill "on call" responsibilities as needed and as directed. The "on call" shift shall be from Monday to Monday. Employees scheduled for "on call" shifts shall receive:

1. Eight (8) hours pay at time and a half rate for each Saturday and four (4) hours pay at time and a half rate for Saturday for completing rounds and carrying a pager.
 2. Eight (8) hours pay at double time for each Sunday and Holiday and four (4) hours pay at double time for Sunday and the Holidays for completing rounds and carrying a pager.
- B. The Township Public Works Department has established an "on-call" rotational schedule for responding to calls after normal business hours and on weekends and paid holidays. All employees will be assigned by the Township on a rotational basis to respond to "on-call" assignments after 3:00 p.m. and on Saturdays, Sundays, and paid holidays. In addition to the employee's normal straight time pay for the week, they shall receive twenty (20) hours of time-and-one-half for any week they are assigned to be on-call.
- C. Foremen who are "on-call" shall be entitled to a minimum of two (2) hours pay at time and one-half (1/2) for an emergency call out occurring prior to 10:00 p.m. Foremen who are "on-call" shall be entitled to a minimum of four (4) hours pay at time and one-half (1/2) for an emergency call out occurring after 10:00 p.m. Employees are not permitted to "pyramid" overtime during multiple emergency call outs on the same shift. Employees called out in case of 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.
- D. The Employer agrees that overtime consisting of time and one-half time shall be paid to all Employees covered by this Agreement for hours worked in excess of a normal eight (8) hour work day or forty (40) hour work week. Double time will be paid after twelve (12) consecutive hours of overtime worked. No Employee shall be paid overtime for work performed which was not completed in the allotted time provided during the normal eight

(8) hour work day. The Township Administrator shall have the sole discretion with respect to any and all determinations regarding work which should have been completed in a normal eight (8) hour work day.

- E. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime has been authorized by the Township Administrator or his designee. If employees are held over to work after their normal eight (8) hour work day, there will be a **two (2) hour guarantee**.
- F. 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 a Holiday in addition to Holiday pay.
- G. In the event an Employee is called in to duty other than his/her normal assignment, or during his/her "on call" rotation, he/she shall be paid overtime at a rate of time and one half for all time worked during such period. In no such case shall he/she be paid for less than four (4) hours and he/she shall work for those four (4) hours. In such an event, the Employees shall only be paid for the overtime actually worked on that day. Employees called in during an "on-call" rotation shall be paid for a minimum of two (2) hours if called in prior to 10:00 pm and shall be paid for a minimum of four (4) hour if called in after 10:00 pm. Employees are not permitted to "pyramid" overtime during multiple emergency call outs on the same shift. Employees called out in 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.
- H. After having worked eight (8) hours prior to the start of the normal work day (7:00 a.m.) 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

Sunday or a Holiday consistent with the provisions contained in this Agreement. After having worked twelve (12) hours of consistent overtime, after which time the rate shall be double-time.

EMERGENCY WORK

- A. The Township Administrator shall have the sole discretion as to:
 - 1. What constitutes an emergency (unless such is governed appropriate law);
 - 2. The number and qualifications of Employees assigned to work in an emergency situation (unless governed by an appropriate statute).
- B. 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 the 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.

ARTICLE 12

ON THE JOB INJURY/RETURN TO WORK POLICY

- A. All accidents shall be reported immediately to the Employee’s supervisor.
- B. An Employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed eight (8) hours straight time.
- C. The Township has adopted an alternate duty/return to work policy which is designed to facilitate an Employee’s return to work as soon as possible.

ARTICLE 13

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

- A. 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.
- B. 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

- A. All employees shall be entitled to Bereavement Leave in accordance with the following provisions:
1. Ten (10) working days off in the event of the death of spouse, child, or step-child.
 2. 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, as well as the employee's step-parents, step-grandparents, and step-siblings.
 3. One (1) day off for death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.
- B. 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.
- C. Exceptions to this section may be granted at the discretion of the Township Administrator.

ARTICLE 14

SICK LEAVE

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. 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.

- B. Employees hired prior to January 1, 2009 – 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, each Employee shall be entitled to fifteen (15) sick days.
- C. Employees hired on or after January 1, 2009 – New employees hired by the Township after January 1, 2009 shall “earn” sick leave each year at the rate of 1.25 days per month worked, for a total of fifteen (15) days each and every year.
- D. Such sick days shall accumulate from year to year, to be used if and when needed by the Employee.
- E. Employees shall be allowed to use three (3) sick leave days per year for family illness. “Family” shall include all immediate family members residing with the Employee.
- F. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly at the Employee's usual reporting time, except in those work situations where notice must be given prior to the Employee's usual reporting time.
 - 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 five (5) consecutive days shall constitute a resignation.
- G. 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 for disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one (1) 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.

- H. 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 physician before returning to work. Any absence in excess of two (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.
- I. After two (2) 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.
- J. Upon retirement, the Township shall compensate employees for their accumulated sick leave, in accordance with the following:
 - 1. Employees hired prior to January 1, 2009 – The Township shall compensate an employee for his/her accumulated sick leave in an amount not to exceed \$30,000.
 - 2. Employees hired on or after January 1, 2009 – The Township shall compensate an employee for his/her accumulated sick leave in an amount not to exceed \$15,000.
 - 3. The total maximum payment amount shall be reduced by the value of all sick leave used above the annual allotment for that year (fifteen (15) days) by that employee, at

the daily rate of pay to the employee during the twelve (12) month period preceding the employee's effective retirement date.

4. Employees hired on or after January 1, 2017 – Any Employee hired after January 1, 2017 is not eligible for payment of accumulative sick leave, either annually or upon retirement.

K. Any determination regarding any penalty assessed under this provision may be appealed to the Township Administrator but is not subject to the grievance procedure.

L. Payments which an Employee receives under the provisions of Workers' Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments.

M. 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.

N. 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 position in any way as to his/her true condition; or
3. Violates any provisions concerning the reporting of sickness or injury.

O. The least amount of time chargeable against sick leave is hour for hour.

- P. 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 pursuant to the terms of this Agreement and applicable laws.

DISABILITY ABSENCE

- A. Employees will, for the duration of their employment with the Township, receive the State Temporary Disability Rate and be subject to all the procedural requirements of the State Temporary Disability Law.
- B. The disability policy described above applies only if the following conditions are met:
1. The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.
 2. Disability status is a period of continuous absence after eight (8) working days.
 3. If hospitalized, the department head must be notified as soon as possible.
 4. If these provisions are not complied with, the employee forfeits his/her right to disability payments.
 5. 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.
 6. The Township has the option of joining the New Jersey State Disability Plan, Self-Funded Plan or Private Disability Plan. It is further understood that the employee will be responsible for the co-pay for the disability insurance as the State of New Jersey requires.

7. Employees will not accumulate any sick days while on contractual disability leave, regardless of the type of leave the Employee is on.
8. Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE 15

PERSONAL LEAVE

- 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. There shall, whenever possible, be a three (3) working day minimum notice to Employee's immediate supervisor to use such personal days (except in the event of an emergency). This requirement may be waived by the Township or the employee's supervisor. Unused personal days shall be added to the sick time total for each employee covered under this contract.
- B. Personal days may only be attached to a vacation or holiday with prior approval of the Township.

ARTICLE 16

VACATIONS

- A. Employees shall accrue paid vacation leave in accordance with the following:
 1. Employees hired prior to January 1, 1996 –
 - a. During the first year of employment: one (1) vacation day for the 3rd through 12th month of employment, for a total of ten (10) vacation days.

- b. During the second year of employment: one (1) vacation day for the 13th through 21st month, and (two) 2 vacation days for the 22nd, 23rd, and 24th month of employment.
 - c. Upon completion of the second year of employment: sixteen (16) vacation days, and one (1) additional vacation day per year, up to and including the 14th year for a total of twenty-eight (28) days.
 - 2. Employees hired on or after January 1, 1996 –
 - a. During the first year of employment: one (1) vacation day for the 3rd through the 12th months of employment for a total of ten (10) vacation days.
 - b. Beginning with the first day of employment in the 2nd year through the 4th year of employment, twelve (12) vacation days.
 - c. Between the 5th year of employment through the 11th year of employment, fifteen (15) vacation days.
 - d. Between the 12th year of employment through the 19th year of employment, twenty (20) vacation days.
 - e. After the 19th year of employment, twenty-six (26) vacation days.
 - 3. Employees hired on or after January 1, 2009 –
 - a. The maximum number of vacation days that may be accumulated shall be “capped” at twenty (20) days per year.
- B. All Employees may accumulate a maximum of one (1) year vacation time, to be carried over into a succeeding year. An Employee may not exceed an accumulation of two (2) years' vacation time, or sixty-five (65) days, whichever is greater, on any given year. Employees

hired on or after May 21, 2010, may carry over vacation leave for one (1) calendar year, and accrued vacation leave not utilized in the succeeding year shall be forfeited.

- C. Each Employee must use at least one half (1/2) of the vacation allocation per year unless authorized to accrue more by the administrator.
- D. All Employees must submit an annual request for vacation by February 1st of each year. This request will cover the current calendar year. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Township Administrator or his designee in deciding how many Employees may be absent from duty at any one time.
- E. Whenever more than one (1) Employee within a job classification at a job location requests vacation, at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the Employees with the greatest seniority shall be granted their vacations first.
- F. Employees may submit additional vacation requests throughout the year, which will be approved as per seniority and availability. Two (2) weeks' notice is required for such request. However, senior employees may not bump a less senior employee whose vacation had already been approved through the annual vacation request process.
- G. Vacation days shall be accrued in equal monthly installments according to length of service.
- H. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section B above, he/she will be exempt from that section and shall be paid for all accrued vacation over sixty-five (65) days, in accordance with applicable laws.

- I. Employees who retire shall receive payment for all accrued vacation days at the time of retirement.
- J. Employees may sell back vacation, sick, and personal days in accordance with the following:
 1. All members of this bargaining unit will be entitled to sell back a combination of twenty-five (25) sick, vacation, or personal days, but not more than twelve (12) sick or personal in one year.
 2. Employees hired on or after May 21, 2010 – may only sell back time upon retirement.
 3. Employees hired on or after January 1, 2014 – may only sell back vacation time and only upon retirement.
 4. Employees will be required to notify the Finance Department of their intent to sell back sick time by November 1st of the year in which they anticipate payment. Employees will also be required to notify finance of their intent to sell back vacation time by November 1st of the year in which they anticipate payment. Both sick time and vacation time will be paid out in December each fiscal year.

ARTICLE 17

HOLIDAYS

All employees are entitled to the following paid holidays:

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

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

ARTICLE 18

WAGE SCHEDULE

Position	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Superintendent of Public Works	\$140,435.86	\$143,244.58	\$146,109.47	\$149,031.66
Asst. Superintendent of Public Works	\$118,573.98	\$120,945.46	\$123,364.37	\$125,831.66
Superintendent of the Water & Sewer Department	\$140,435.86	\$143,244.58	\$146,109.47	\$149,031.66
Asst. Superintendent of Water & Sewer / Chief Operator	\$102,406.98	\$104,455.12	\$106,544.22	\$108,675.11
Foreman – Public Works (with CDL)	\$44.03	\$44.91	\$45.81	\$46.73
Foreman – Water & Sewer (with CDL)	\$44.03	\$44.91	\$45.81	\$46.73
Foreman – Water & Sewer	\$43.70	\$44.57	\$45.46	\$46.37
Foreman – Public Works	\$43.70	\$44.57	\$45.46	\$46.37
Assistant Foreman of Public Works	\$41.28	\$42.10	\$42.95	\$43.81

A. In addition to the base rates shown, supervisors with five (5) or more years of uninterrupted experience as a Superintendent, Assistant Superintendent and/or a Foreman of Public Works or Water and Sewer Chief Operator with the Township of Stafford shall be entitled to an additional .60¢ per hour. After ten (10) years of uninterrupted service, the rate will be \$1.20 per hour. After fifteen (15) years of uninterrupted service, the rate will be \$1.50 per hour.

B. **Stipends**

1. Certified Playground Inspector \$1,000.00 (1)
2. Certified Pesticide Manager \$1,000.00 (2)
3. Black Seal \$ 500.00 (1)
4. Diesel Emissions \$ 500.00 (1)
5. Air Conditioning Certification \$ 500.00 (1)

- C. Licenses must be in use by the Township and necessary for the position. Stipends are not part of pensionable salary.

ARTICLE 19

LONGEVITY

- A. Each Employee covered by the Agreement shall be paid, in addition to and together with his annual base salary as listed in this Article, additional compensation based upon the length of service with the Township (and the SMUA), as fixed and determined according to the following schedule:

1. Employees hired prior to July 1, 2002 -
 - a. Commencing 1st day of 5th year - 2% of employees base salary
 - b. Commencing 1st day of 9th year - 4% of Employee's base salary
 - c. Commencing 1st day of 13th year - 6% of Employee's base salary
 - d. Commencing 1st day of 17th year - 8% of Employee's base salary
 - e. Commencing 1st day of 20th year - 10% of Employee's base salary
 - f. Commencing 1st day of 24th year - 12% of Employee's base salary
2. Employees hired on or after July 1, 2002 -
 - a. Commencing 1st day of 5th year \$1,000.00

- | | | |
|----|---|------------|
| b. | Commencing 1st day of 9th year | \$2,000.00 |
| c. | Commencing 1st day of 13th year | \$3,000.00 |
| d. | Commencing 1st day of 17th year | \$4,250.00 |
| e. | Commencing 1 st day of 21 st year | \$5,250.00 |

3. Employees hired on or after January 1, 2014 – shall not receive longevity pay.

B. Longevity pay shall be applied on the basis of the Employee's anniversary date of employment and shall commence at the adjusted rate in the pay period immediately following said anniversary date. Longevity shall be paid together with an in addition to the Employee's base salary.

ARTICLE 20

MEDICAL BENEFITS

A. State of New Jersey Health Benefit Plan

1. 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.

2. The applicable Chapter 78 Tier Schedule is attached hereto as Appendix A.

B. Dental

1. All Employees covered under this agreement shall be entitled to choose from either of the following two plans for dental insurance coverage:
 - a. Managed Dental Choice (MDC)
 - b. Dental Option Plan (Traditional Fee Schedule Plan)

C. Vision

1. 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

1. 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.
2. Employees hired prior to January 1, 2014 – Co-pay amounts of three (\$3) dollars for generic and ten (\$10) dollars for the name brand prescriptions.
3. Employees hired on or after January 1, 2014 – Co-pay amounts 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. 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.
- I. 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 21

UNIFORMS

- A. Each employee will receive the following allotment of clothing in lieu of a monetary stipend:
 - 1. Eleven (11) pair of dark blue pants
 - 2. Eleven (11) light blue shirts
 - 3. Five (5) pair of shorts
 - 4. Five (5) tee shirts
- B. 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 to cover all costs for shoes/boots, socks, and inclement weather gear, cold weather gear including gloves and hats and any other equipment or clothing that is not considered safety equipment.

- C. 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 22

BULLETIN BOARDS

- A. The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Administrator.
- B. No material offensive in nature ("offensive" to mean anything contrary to existing social morals and values) shall be posted on said bulletin boards. Violation of this provision shall result in the loss of said boards to the Union.

ARTICLE 23

NEGOTIATIONS

It is hereby agreed between the parties to this Agreement that negotiations for a successor agreement shall be initiated on or before one-hundred and twenty (120) days prior to expiration of this Agreement, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the successor agreement.

ARTICLE 24

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE 25

RESIGNATION

- A. Any Employee who wishes to resign in good standing should give the Township at least two (2) weeks prior written notice. The two (2) weeks' notice shall not include earned annual vacation time where applicable.
- B. No resignation shall become effective until it is accepted by the Township Administrator.
- C. Any Employee who does not submit his or her resignation in compliance with the provision of this subsection, or whose resignation is not approved, or who is absent from work for a period of five (5) working days without notifying the Department Head or the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.
- D. Any Employee who resigns in good standing shall be paid a pro rata share of those vacation days earned for that year.

ARTICLE 26

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provisions 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 by law.

ARTICLE 27

DURATION

This Agreement shall be in effect as of January 1, 2021 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, 2025, 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, 2025.

ARTICLE 28

COMPLETION OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

IN WITNESS WHEREOF, the parties hereto set their hands and seals in Stafford Township,
Manahawkin, New Jersey on this 24th day of September, 2020.

TEAMSTERS LOCAL 469 OF N.J.


George Yockachonis

ATTEST:


John Maresca

ATTEST:

TOWNSHIP OF STAFFORD


Gregory E. Myhre, Mayor

ATTEST:


Matthew von der Hayden, Administrator


Linda Martin
Municipal Clerk

Dated this 24th day of September, 2020.

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%