

AGREEMENT
between
TOWNSHIP OF STAFFORD
County of Ocean, State of New Jersey
and
STAFFORD TOWNSHIP POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 297
Effective January 1, 2021 through December 31, 2024

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THIS AGREEMENT made this _____ day of _____, 2020 by and between the **TOWNSHIP OF STAFFORD**, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," or "Township" and the **STAFFORD TOWNSHIP POLICEMENS BENEVOLENT ASSOCIATION, LOCAL NO. 297**, hereafter referred to as the "PBA", as bargaining agent and on behalf of members of the Stafford Township Police Department, Township of Stafford, County of Ocean, State of New Jersey, hereafter referred to as "employee" or "officer".

WITNESSETH:

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

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follow:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Employer hereby recognizes the PBA as the sole and exclusive representative of all full-time employees in the title of Patrolman and Detective in the negotiation of this Contract Agreement and for the purposes of collective bargaining and all other activities and processes relative thereto.
- B. The bargaining unit shall consist of all of the regular full-time officers of the Stafford Township Police Department now employed or hereafter employed in the title of Patrolman and Detective.
- C. This Agreement shall govern all wages, hours, and other conditions of employment set forth herein.
- D. This Agreement shall be binding upon the parties hereto.
- E. The PBA recognizes that pursuant to New Jersey Statute, they have no right to strike.

ARTICLE II

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 this Agreement.
- B. Collective bargaining shall be held at times and places mutually convenient at the request of either party.
- C. Stafford Township and the PBA agree that the Presidents and Delegate receive one day a month for union business to address PBA business in addition to the time already provided in the Convention Leave Act. Time will not carry over to the following year. The PBA may designate one additional member to receive a day off for PBA fundraiser limited to the annual three (3) major fundraisers as designated by PBA.

ARTICLE III

DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employees because of race, color, creed, sex, national origin, religious beliefs, age, marital status, civil union status, sexual orientation or political affiliation.
- B. No material derogatory to employee's conduct, service, character or personality shall 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 Chief of Police and a Township designee at the employee's request. This reply will be attached to the document to which it is in reply, as long as the document is in the employee's file.
- C. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection. This provision shall not apply to any information which needs to be disclosed to the employee under the requirements of state law.

ARTICLE IV

PRIOR SERVICE

- A. Police Officers appointed to full-time permanent positions, who were previously appointed as full time (defined as those working at least forty (40) hours per week), and performing the same duties and responsibilities as permanent officers shall receive credit for prior service, as outlined below.
- B. All "Special Police Officers" for the Township of Stafford shall only receive credit for time served as a full-time special police officer for purposes of:
 - 1. Years of Service for longevity calculation
 - 2. Years of Service for selection and accrual of vacation
 - 3. Determining their salary on the salary guide

For the purposes of this Article, a full-time police officer is any employee who has worked a minimum of forty (40) hours per week, regardless of the classification of the employee.

- C. A full-time police officer who previously worked for another municipality for at least five (5) years as a police officer on a full-time basis shall be appointed to the 5th step of the salary scale. At the discretion of the Township, the officer may be appointed to a higher step.
- D. The Township reserves the right to recognize part-time service as a special police officer with the Township if the employee has worked for at least one (1) year and has averaged at least twenty-five (25) hours per week for a fifty-two (52) week period.

ARTICLE V

SENIORITY DEFINITION

- A. If in the event a dispute of seniority arises, the senior will be deemed the officer with the longest continuous unbroken service on the Stafford Township Police Department.
- B. In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the entrance examination will be the senior.
- C. In the event of demotion, the demoted party's seniority shall include all his years of service in Stafford Township, regardless of rank in any year.

ARTICLE VI

SICK LEAVE

- A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule.
 - 1. The first calendar year that an employee is employed in a full-time capacity, sick time shall be earned at the rate of one and one quarter (1.25) days each calendar month that the employee is employed. Thereafter, beginning on the first day of January, each employee shall be entitled to fifteen (15) days for each and every calendar year thereafter. The amount of sick leave not taken shall accumulate from year to year. If an employee is on disability or leave without pay on the first day of January, the employee shall receive a pro rata allotment of sick, vacation, and personal time upon the employee's return to work.
 - 2. The Employer reserves the right to extend sick time.
 - 3. Up to five (5) days of an employee's personal sick leave may be used each year to attend the illness of immediate family members, which shall include the following individuals: mother, father, spouse, son and daughter.

- B. One (1) sick leave day shall equal eight (8) hours. Sick leave for less than a full day (eight (8) hours) shall be utilized on an hourly basis, in which event only the hours used as sick time shall be deducted from the employee's accumulated sick time.
- C. No employee shall attend medical appointments while on duty. An employee may utilize accrued sick time for such visits.
- D. Each employee may periodically review the Employer's record of his or her accumulated sick days during business hours, within reason.

E. Retirement

1. When an officer retires from the Police Department in accordance with the appropriate New Jersey Pension Plan, he/she shall have his/her accumulated sick time purchased at the then current rate of pay to a maximum cap of fifteen-thousand dollars (\$15,000). The total maximum payment amount shall be reduced by the value of all sick leave used above the annual allotment for that year (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.
2. In order to receive payment for accumulated sick time during the year of actual retirement, an employee shall notify the Township, in writing, on or before November 1st of the preceding calendar year of his/her intention to retire. Failure to provide notice on or before November 1st of the year preceding retirement may result in payment being delayed until following calendar year.

- F. An employee who dies in the line of duty shall be eligible for the benefits in E.1. above with the payment to the officer's estate in the next calendar year.
- G. At the end of each calendar year, an employee may choose, at his or her discretion, to sell back

to the Township, a total of up to ten (10) days or eighty (80) hours of sick leave, which shall be purchased by the Township in the amount and manner set forth below:

1. All employees may sell back up to five (5) days or forty (40) hours of sick leave, regardless of utilization of sick leave.
2. An employee wishing to sell back sick leave shall provide written notice to the Township, in writing, on or before November 1st.
3. Employees intending to sell back between six (6) days or forty-eight (48) hours and/or ten (10) days and eighty (80) hours must meet the following criteria:
 - a. Employees who utilized up to, but not in excess of, three (3) days or twenty-four (24) hours of sick leave in the calendar year shall be compensated at the rate of one hundred percent (100%) of the then-current rate of pay.
 - b. Employees who have utilized more than three (3) days or twenty-four (24) hours of sick leave but not in excess of six (6) days or forty-eight (48) hours of sick leave in the calendar year, shall be compensated at the rate of seventy-five percent (75%) of the current rate of pay.
4. Employees hired after January 1, 2014 (badge 111) will not be eligible for sick leave sell back, either annually or upon retirement.
5. Employees hired between May 21, 2010 and December 31, 2013 shall only be eligible for sick leave sell back upon retirement.

ARTICLE VII

PERSONAL DAYS

- A. Employees shall be granted five (5) personal days off with pay during the course of each calendar year. Each employee will be able to sell back one (1) unused personal day per year to the Township. An employee wishing to sell back one (1) of his/her personal day shall provide written notice to the Township by November 1st.
- B. Personal days may be carried over into the next calendar year if an employee is unable to utilize his/her personal days in a given year due to injury, illness, disability or other extenuating circumstance(s).

ARTICLE VIII

BEREAVEMENT LEAVE AND MILITARY LEAVE

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.

Any member covered under this Agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

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 supervisor 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 IX

MANAGEMENT

A. Nothing in this Agreement shall interfere with the rights 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 utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible.
2. Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard to establish reasonable work rules without creating hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the PBA, with applicable amendments thereto.
3. Special Police Officers shall be scheduled and utilized by the Township in accordance with the provisions of N.J.S.A. 40A:14-146.8 et. seq.
4. The Township agrees that the on-call policy for detectives and other officers shall at all times comply with the provisions of the Fair Labor Standards Act (29 U.S.C, section 201) and applicable case law.

ARTICLE X

HOURS/SCHEDULES

A. The parties understand and agree that the standard work week shall consist of the tours of duty schedule as promulgated by the Chief of Police. Except when impracticable, changes in the overall schedule of the Department will be promulgated by the Chief of Police and available to all affected personnel for review sixty (60) days before the changes take effect. No change in the schedule will be made for disciplinary purposes.

- B. It is recognized by the parties that breaks and lunch time are part of the tour of duty and paid by the Township.
- C. Each employee shall attend four (4) departmental meetings and physical training tests (maximum four (4) hours each) per year and all staff meetings required by the Chief of Police.
 - 1. Payment for attendance at such meetings shall be at the rate of time and one-half (1 1/2) of the officers' base pay for actual time, but not less than four (4) hours when such meeting is not during the officers' daily tour.

ARTICLE XI

OVERTIME

- A. The Employer agrees that overtime consisting of time and one-half (1 1/2) shall be paid to all employees covered by this Agreement for hours worked in excess of the normal tour of duty.
- B. Employees shall not be paid overtime for hours worked in excess of the normal workday unless overtime is authorized by the Chief of Police.
- C. Court appearances
 - 1. For court appearances outside of assigned duty hours, the officer shall receive additional compensation monies at a rate of time and one-half (1 1/2) for the time actually expended. For such appearances outside of assigned duty hours, the officer shall receive a minimum of two (2) hours overtime compensation for each such appearance.
 - 2. When such appearances occur during assigned duty hours, such time shall be considered a time of assignment to and performance of duty and the officer shall suffer no loss in compensation.
- D. In the event an employee is called in to duty, other than his/her normal assignment or court

appearance (See Section C above), he/she shall be paid overtime at a rate of time and one-half (1 1/2) for all time worked during such period. In no such case shall he/she be paid for less than four (4) hours, irrespective of time worked, except when called into duty less than four hours prior to his/her normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day. Meetings are not part of this Section.

E. Compensatory time

1. Any officer may, at his/her option indicate, at the time the overtime is assigned, that he/she wishes compensatory time (at time and one-half (1 1/2)) in lieu of money payment. Once made, this decision may not be changed except by mutual agreement of the Chief of Police.
2. Compensatory time may be accumulated up to and including four hundred (400) hours. Once this number is exceeded, the officer incurring such overage will be required to utilize such overage hours as soon as he/she can be scheduled off. Upon retirement the Township will pay no more than \$40,000.00 to reimburse any individual for compensatory time, regardless of the number of hours accrued, at the current rate of pay.
3. Employees hired after January 1, 2014 (Badge 111) will be permitted to accrue a maximum of 300 hours of compensatory time.

F. All employees shall be eligible for all overtime. The Chief of Police, or his designee, shall maintain an overtime list consisting of the names of all employees. Overtime shall be offered to employees on the list on a rotation basis. The overtime list shall be posted in a conspicuous place and/or available for employee inspection. If an employee is offered overtime and declines, the next employee on the list shall be offered the overtime, and so on.

G. Pursuant to a directive issued by the New Jersey State Department of Community Affairs, the

Township adopted Ordinance 2001-08 pertaining to "Employment of Off-Duty Police Officers." The parties agree that the directive from the State makes it clear that in order for police officers to be employed on an "off-duty" basis, the Township must establish and administer the off-duty employment program. To that end, the parties agree that employment of off-duty police officers shall be governed by the terms and conditions of the State directive as reflected in the provisions of Ordinance 2001-08. In addition to the provisions contained in the Ordinance, the parties agree as follows:

1. The four-hour call out provision as contained in Article XI, Section D, shall apply only to off duty employment for **private entities** contracting with the Township for police services. The four-hour call out provision shall not apply to off-duty employment for public or nonprofit entities such as local churches, school districts, or fraternal organizations. Based on the fact that the township will not be charging the same rates to public/non-profit entities and will therefore not be reimbursed for all costs incurred for police services rendered to public or non-profit entities, officers shall be paid on an "hour for hour" basis for off-duty work performed for public and non-profit entities.
2. In recognition of the fact that all officers may not be interested in off-duty employment, the Police Department, through the Chief of Police may establish a list of separate and apart from the departmental overtime list for the purpose of assigning off-duty employment.
3. Based on the fact that police officers will be paid directly by the township and are representing the township during off-duty employment, it is recognized that all rules and regulations pertaining to the department personnel shall apply to off-duty employment.

ARTICLE XII

VACATIONS

A. All members hired on or before December 31, 1997 shall accrue vacation as follows:

1. During the first year of employment: One (1) vacation day for the 3rd through 12th month employment, for a total ten (10) vacation days.
2. 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.
3. Upon completion of the second year of employment: Sixteen (16) vacation days and one (1) additional working day per year, up to and including the 16th year of employment, to maximum of 30 days.
4. All members hired on or after January 1, 1998 shall accrue vacation beginning the first day of the following year of employment as follows:

Year	Vacation Days
1	10
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	22
14	22
15	23
16	24
17	25
18	26
19	27
20	28

21	29
22	30

B. All members covered under this Agreement shall comply with the following options as it pertains to their vacation time during each calendar year:

1. Each member may utilize all or part of their vacation granted to them during the calendar year including any accumulated time from previous years;

AND/OR

2. Any employee having more than twenty-three (23) vacation days and wishing to sell days back to the Township must by November 1st of the preceding year notify the Township of the number of days he/she intends to sell-back. Said employee has the right to rescind his/her request at any time prior to actual payment, which will be at his/her present rate of pay. Said payment will be made no later than December 31st of each calendar year.

Members shall, nonetheless, utilize at least one-half (1/2) of their vacation granted during that calendar year.

- C. Vacation days for first and second years of employment shall be accrued in equal monthly installments according to length of service. All vacation time for employees in the third or more year of service shall be earned, allotted and granted on January 1st of each year.
- D. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section B, he/she will be exempt from that Section and shall be paid for all accrued vacation over forty-six (46) days.
- E. In accordance with P.L. 2010, c. 3, employees hired on or after May 21, 2010 shall be permitted to carryover vacation leave for one calendar year. Accrued vacation leave not used in the succeeding year shall be forfeited.

F. Employee hired prior to May 21, 2010 shall be permitted to accrue no more than two (2) years of vacation. In extraordinary circumstances an employee can apply to the Administrator for permission to accumulate a third (3rd) year. Current employees who have accrued more than two (2) years may sell back up to 50% of their extra days per year until exhausted. No monetary payment will be made upon leaving the force for any vacation accrued over two (2) years.

G. Scheduling of Vacation Time

1. By December 15th of each year, employees may submit written requests for vacations during any period of the following calendar year. In the event more employees apply than can be scheduled for any particular period, the requests shall be granted according to seniority. The Department shall post the vacation schedule between November 15th and December 15th of each year.
2. Any officer who does not make a selection by Dec. 15 shall have his/her written vacation request considered and scheduled on a first come, first served basis, regardless of seniority. Employer shall respond, in writing, to such vacation requests within five (5) days of their submission.
3. No scheduled vacation may be cancelled by the Chief/Department unless a bona fide, sudden, and serious emergency arises and when, in the judgment of the Chief of Police, such action is necessary to adequately address the emergency.

H. In accordance with N.J.S.A. 40A:14-137.1, upon the death or retirement of any permanent member of the Police Department, the Township shall pay to his/her estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

ARTICLE XIII

HOLIDAYS

- A. Any officer who works on either Thanksgiving Day or Christmas Day shall be compensated at a rate of time and one half for all hours worked.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

A. State of New Jersey Health Benefit Plan

- The Medical plan paid for by Stafford Township covering individual 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 the cost of coverage in accordance with the Tier IV contribution rate. Employees hired on or after January 1, 2021 shall contribute the cost of coverage in accordance with the Tier IV contribution rate. The applicable Chapter 78 Tier Schedule is attached hereto as Appendix A.

B. Dental

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

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

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

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

C. Vision

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

D. Prescription Plan

Prescription Care coverage shall be provided through the plan administered by the Township.

The prescription plan shall match or exceed the benefits available under the State Health Benefit prescription plan. The current co-pay amounts are three (3) dollars for generic and ten (10) dollars for the name brand prescriptions.

E. The Township will provide an opportunity for Employees, upon retirement, to continue in the benefit program listed in this Article, Sections 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 PFRS
 - b. Employees hired on or after January 1, 2017 – minimum of twenty-five (25) years in PFRS and minimum of ten (10) years of service with the Township of Stafford
 - c. Employees retiring from PFRS 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 PFRS prior to June 28, 2011 – no cost
 - b. Employees who did not acquire twenty (20) years in PFRS prior to 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.

I. Coverage - Normal Duty. For the purpose of insurance coverage only, officers reporting for their normal shift of duty shall be considered on duty from the time they leave their residence.

J. Coverage - Call-In Duty. For the purpose of insurance coverage only, officers called in at times other than their normal shift shall be considered on duty as of the time of the call-in.

K. In the event an employee covered under this Agreement dies in the line of duty coverage shall be continued by the Township of Stafford for the benefit of said employee's spouse and dependent children. The insurance benefits required to be continued herein for the benefit of the employee's dependent children, shall continue in full force and effect for such children in accordance with state law and benefit agreements currently in place.

ARTICLE XV

CLOTHING ALLOWANCE

- A. A clothing allowance in the amount of One Thousand Three Hundred Dollars (\$1,300.00) for uniformed and non-uniformed employees shall be paid by the Township of Stafford to all permanent employees. Clothing allowance will be used for any part of the police uniform, as shown on "Schedule A" of this Agreement. Allowance shall also include any off-duty equipment officers are required to wear and/or carry to meet department regulations. The items shown on Schedule A reflect the "necessary equipment" under this contract.
- B. Any change in the required uniform list which would result in additional costs to the officer will be paid for by the township through the police department budget. This section does not preclude the township from making changes. It simply is meant to say that any change in the required uniform and equipment list which results in additional out of pocket expenditures by the officers shall be borne by the township and charged to the police department budget.
- C. New employees, in their first year of employment only, shall receive in lieu of the \$1,300.00 clothing allowance, a full issue of clothing/equipment. In addition, they shall be paid \$275.00 for clothing maintenance. This payment shall be made on the first payment date (i.e., June 1 or

December 1) following their first six months of employment.

D. The clothing allowance shall be paid on June 1 and December 1 in equal installments as follows:

1. Employees (except for new employees as noted in C above) shall receive reimbursement for uniform purchases submitted to the Township. On June 1 and December 1 of each year, the Township shall pay to each officer the difference between \$650.00 and the amount previously reimbursed to the officer in prior months since the last payment date.

- E. All employees shall properly maintain all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.
- F. All detectives shall receive an additional Two Hundred Fifty Dollars (\$250.00) per year for clothing allowance to be paid in the same manner as above.
- G. Employer will replace, at no cost to employee, uniforms, personal property or equipment destroyed in the line of duty. Said payment shall not be deducted from the clothing allowance, if approved by the Chief of Police.
- H. Police officers shall be permitted to utilize a Township purchase order for the purpose of purchasing police related equipment including but not limited to suit jackets, trousers, dress shirts, shoes and ties as required by the Police Department dress code.
- I. The township shall pay for the cost of dry cleaning of uniforms. The Chief shall provide a list to the Township Administrator showing PBA members who are uniformed and non-uniformed. Said cleaning will include dry cleaning and laundering of non-uniformed personnel as well. This payment shall be made directly to the dry cleaning vendor by the township.

ARTICLE XVI

LEGAL AID

The Employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties for false arrest, bodily damage and property damage. Said policy shall have a minimum coverage of One Million Dollars (\$1,000,000.00), however, the township agrees to purchase additional coverage up to a maximum of \$5,000,000.00.

ARTICLE XVII

DISABILITY

A. Off Duty Disability

1. All employees shall receive the State Disability Rate and shall be subject to the terms of the State Disability Plan for non-work related disabilities. Employees must utilize all sick days prior to the State Disability Plan taking effect. Further, employees may, at their option, utilize accumulated leave (i.e. vacation, compensatory time or personal leave) to supplement the weekly State Disability Plan benefit.
2. So as not to create an undue financial hardship, employees who develop a catastrophic medical condition and who have utilized all of their sick, vacation, compensatory time and personal leave may apply to the Governing Body for a medical leave of absence with pay for a period not to exceed one year. The approval of the Governing Body for a medical leave of absence with pay shall not exceed one year. The approval of the Governing Body shall not be unreasonably withheld if the employee has demonstrated and documented an acute medical condition to the satisfaction of the Governing Body.
3. The provisions with respect to the Township's Alternate Duty Policy may be used in

cases of non-job related injuries. All of the procedures and time limits adopted by the township for the Alternate Light Duty policy shall apply.

- B. Illness or injury occurring during employment for another employer shall not qualify for the paid disability absence pursuant to Paragraph A.
- C. While in the performance of his/her duties as a police officer, if such officer becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, he/she will be entitled to all benefits as defined in N.J.S.A. 34:15-1 et seq. as amended.
- D. In the event a member is not eligible for benefits under N.J.S.A. 34:15-1 et seq. as amended, for any reason, the member shall be permitted to request additional leave beyond one year at the discretion of the Governing Body, to be determined on a case by case basis.
- E. The township shall have the right to obtain disability insurance and to collect the same contribution as required by the State of New Jersey Disability Plan for public employees.
- F. Sick leave is not accumulated while an employee is off from work due to disability medical leave of absence or other unpaid leave.
- G. Return to Work/Temporary Alternate Duty Policy:
 - 1. Purpose: The Township of Stafford recognizes that it is in the best interest of the Township to reduce and/or minimize workers compensation claims costs. To that end, the governing body would like to establish a policy and procedure to facilitate employees' return to work following an on the job injury through the assignment of temporary alternate duty or what is commonly referred to as "light duty".
 - 2. Applicability: It is the stated purpose of the governing body that although this policy shall apply to all full time and part time employees of the Township of Stafford the ultimate approval for the return to work on temporary alternate duty or light duty rests with the Township Administrator.

The Township Administrator in consultation with employee's department head shall determine if it is in the best interest of the township to approve a return to work request.

3. Procedure: All requests for temporary alternate duty/light duty assignments are submitted to the Township Administrator and Disability Case Manager. The Township Administrator and Disability Case Manager shall render a written response to the employee within 24 hours of the meeting and that response shall be final.
4. The Township reserves the right to extend the provisions of this policy on a case by case basis for employees who are injured off the job if the circumstances warrant such consideration.

ARTICLE XVIII

PAY INCREASE/SALARIES

- A. The salary scale for all officers hired before January 1, 2014 (Badge 111) shall be as follows:

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 121,826	\$ 124,262	\$ 126,747	\$ 129,282

- B. The salary scale for all officers hired after January 1, 2014 (Badge 111) shall be:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
1	\$ 50,212	\$ 51,216	\$ 52,240	\$ 53,285
2	\$ 55,918	\$ 57,037	\$ 58,178	\$ 59,341
3	\$ 61,671	\$ 62,905	\$ 64,163	\$ 65,446
4	\$ 66,804	\$ 68,140	\$ 69,503	\$ 70,893
5	\$ 73,680	\$ 75,153	\$ 76,656	\$ 78,189
6	\$ 80,555	\$ 82,166	\$ 83,809	\$ 85,485
7	\$ 87,430	\$ 89,179	\$ 90,963	\$ 92,782
8	\$ 94,305	\$ 96,191	\$ 98,115	\$100,077
9	\$101,180	\$103,204	\$105,268	\$107,373
10	\$108,056	\$110,217	\$112,421	\$114,670
11	\$114,931	\$117,229	\$119,574	\$121,965
12	\$125,459	\$127,968	\$130,528	\$133,138

- C. The employer agrees that the agreed upon salary for the contractual years shall be paid retroactively on January 1st of each year of the agreement following the adoption of the annual salary ordinance.
- D. Longevity and Educational Incentive pay shall be added to and be considered part of base salary.
- E. Master Police Officer:
 - a. Any Officer who attains the designation of Master Police Officer is to be considered a Patrolman First Class and maintains the achievement of Master Police Officer, pursuant to department policy. The Master Police Officer shall be paid twenty-five hundred dollars (\$2,500). Said stipend shall be equally divided and paid as part of base salary each pay period.
 - b. Payments made pursuant to the Master Police Officer status shall immediately cease upon written notice from the Chief of Police or his designee for any officer who violates the terms and conditions of the Master Police Officer Policy. Said notice shall contain an explanation of the rationale for removal. Removal of the Master Police Officer designation will constitute a demotion from Patrolman First Class to Patrolman. It is understood and agreed to by and between the Township and the PBA that designation and removal as a Master Police Officer shall be at the exclusive discretion of the Chief of Police and shall not be subject to grievance or arbitration. It is further agreed that designation or removal as a Master Police Officer must be made on the criteria listed in the Master Police Officer Policy.

ARTICLE XIX

OUT-OF-TITLE WORK

If an officer is authorized to serve, and in fact does serve, in a higher rank than his/her own such employee shall receive the pay of the higher rank, effective on the 1st (first) day worked in the higher rank.

ARTICLE XX

LONGEVITY

- A. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his years of continuous employment with the Stafford Township Police Department. The longevity percentages for employees hired prior to July 1, 2002 shall be as follows:

YEARS OF SERVICE	INCREMENTS OF BASE PAY
Upon entering the 1st day of the 5th year of service	2%
Upon entering the 1st day of the 9th year of service	5%
Upon entering the 1st day of the 13 th year of service	7%
Upon entering the 1st day of the 17 th year of service	9%
Upon entering the 1st day of the 20 th year of service	11%
Upon entering the 1st day of the 23 rd year of service	12%

B. The following longevity schedule shall apply to all employees hired after July 1, 2002:

Beginning the first day of the 5 th year	\$1,250.00
Beginning the first day of the 10 year	\$3,250.00
Beginning the first day of the 15 th year	\$4,250.00
Beginning the first day of the 20 th year	\$6,250.00
Beginning the first day of the 23 rd year	\$8,500.00

C. Employees hired after January 1, 2014 will no longer be eligible for longevity.

ARTICLE XXI

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidations 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 XXII

DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of January, 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 PBA on or before the 1st 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 XXIII

EDUCATIONAL INCENTIVES

A. An officer may take up to three (3) courses in an institution of higher learning in any semester

which course is related to a major in Police Science, Criminal Justice, Human Resources, Law Degree or related field of police work or law as determined and approved by the Chief of Police.

Methods of payments shall be as follows:

1. The officer may request from the Township and receive payment to prepay said courses he/she wishes to enroll in. Upon completion of said enrolled course, said employee must, within two weeks, present to the Chief of Police proof of passing grade for the enrolled course. If in the event said enrolled course resulted in a failing grade, said employee must reimburse to the Township within six (6) months all monies received from the Township for that particular prepaid course,

OR

2. If the officer receives a passing grade, he/she will submit to the Chief of Police proof of said passing grade, at which time he will authorize the Township Treasurer to reimburse said employee for said course.

B. The Township shall provide payment for an officer who attends an institution of higher learning in the following manner.

1. Total tuition but not more than the current tuition rate for New Jersey State Colleges, to the employee up to the completion of a Graduate Degree (including but not limited to law degree) (restricted solely to those areas of study set forth in paragraph A of this Article), which courses are approved by the Middle State Association of Colleges and Schools.
2. If the employee shall leave his/her position with the Stafford Township Police Department within two (2) years of receipt of payment of said tuition monies from the Township, said employee shall be obligated to repay said tuition payments to the Township in full within thirty (30) days of his/her departure.

3. Officers hired after January 1, 2017 shall not be eligible for tuition reimbursement for courses to complete a bachelor's degree.

C. The Township shall provide annual payments to Employees for degrees in Criminal Justice, Police Science, Law, or Management/Business from an accredited college or university in the following manner:

Associates Degree	\$1,500
Bachelors Degree	\$2,500
Masters Degree	\$3,000
Doctorate Degree	\$3,500

For officers hired after January 1, 2017, they shall not be entitled to an Associates or Bachelor's.

ARTICLE XXIV

RETENTION OF BENEFITS

Except as otherwise herein provided, all benefits which employees have enjoyed as a result of ordinance, resolution of the Township or collective bargaining agreement, unless said benefit has been rescinded or superseded by subsequent ordinance, resolution or contract, said benefit shall be retained by said employee.

ARTICLE XXV

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 Association 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. Requirements

1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place, and the specific 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 Association, or by an attorney, where reasonable notice of legal representation is given by the Employer. When an employee is not represented by the Association, the Association 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 Association representative in which case the Association may not be present at any stage of this procedure. However, in the event the Association is not present after final determination at Step Three, if such final determination is made, the Association 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 its occurrence.

C. Procedure

Step One:

A grievance which arises after the effective date of this Agreement shall first be discussed by

the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must be filed in writing within five (5) calendar days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Association representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative within five (5) calendar days from its presentation to the Division Commander.

Step Two:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Chief of Police within five (5) calendar days of the receipt of the written decision in Step One. The Chief of Police or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the Employer as the Chief of Police may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the employee and Association representative within ten (10) calendar days from its appeal to the Chief of Police.

Step Three:

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 Mayor and/or Township council have appointed the Township Administrator as their representative to meet with the employee and/or his Association representative and the

Chief of Police 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 Association representative within thirty (30) calendar days from its appeals to the Mayor and Council.

Step Four:

- (a) Grievances which have not been settled under the foregoing procedure may be appealed to the Public Employment Relations Committee (PERC) by either party within ten (10) calendar days of the date of the Employer decision in Step Four. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Fourth Step answer. The appeal procedure and selection of an arbitrator shall be in accordance with the PERC rules.
- (b) The cost of the arbitrator and the expenses of the hearing shall be shared equally by the parties. A court reporter's expense shall be paid by the requesting party. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction and 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 Courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.
- (c) 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.

- (d) The Association 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 Association as soon as changes are made.
- (e) The parties agree that a grievance form shall be provided which allows for the mere acknowledgment of receipt, by officers in the chain of command, but who are without power or authority to address or correct the alleged grievance. Other than a "check" or "initials" to acknowledge awareness, no other writing shall be placed on the form. The expedited movement of this form to the person or persons able to render a substantive response is the desire of the parties.

ARTICLE XXVI

PATROLMEN'S RIGHTS

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin, religious beliefs, age, marital status, civil union status, sexual orientation or political affiliation.
- B. Nothing contained herein shall be construed to deny or restrict to any patrolman such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to patrolmen hereunder shall be deemed to be in addition to those provided by statute and/or regulation or regulations promulgated by the State.
- C. No patrolman shall be removed, suspended or reduced in rank from or in office of employment herein, except in accordance with N.J.S.A. 40A:14-147.

- D. The Employer agrees to comply in all respects with the requirements found in the N.J.S.A. 11A:6-10, pertaining to Convention Leave for police officers.

ARTICLE XXVII

NOTIFICATION OF INTENT TO RETIRE

Any employee wishing to retire must give written notice to the Township Administrator by November 1st of the preceding year in order for the township to make adequate provisions in the budget. This provision shall not apply to disability retirements. The governing body may also waive this requirement if they deem it to be in the best interest of the township to do so.

ARTICLE XXVIII

NEGOTIATIONS

It is hereby agreed between the parties to this Agreement that negotiations for the contract shall be initiated on or before the first day of July, 2024, and that the parties hereto will schedule as soon thereafter as practically possible a time and a place in order to discuss the terms and conditions of the successor Contract.

ARTICLE XXIX

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provisions of as the duly authorized legal representatives of the Township and the PBA on this day this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any rights or benefit to which employees are entitled to under law.

ARTICLE XXX

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 undersigned have affixed their signatures as the duly authorized legal representatives of the Township and the PBA on this 23rd day of November, 2021.

UNION:



POLICEMEN'S BENEVOLENT ASSOCIATION,
Local 297



POLICEMEN'S BENEVOLENT ASSOCIATION,
Local 297

TOWNSHIP OF STAFFORD:



Gregory E. Myhre, Mayor



Matthew von der Hayden
Township Administrator



Linda Martin, Municipal Clerk

ATTEST:

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%

	<u>Salary up to</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
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%

<u>Salary up to</u>		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
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%