

AGREEMENT

BETWEEN

TOWNSHIP OF SPARTA

AND

MERCHANDISE DRIVERS LOCAL 641, INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

JANUARY 1, 2009 through DECEMBER 31, 2011

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PREAMBLE

This Agreement, dated \_\_\_\_\_, 2010, is hereby entered into by and between the TOWNSHIP OF SPARTA ("Township") and the MERCHANDISE DRIVERS LOCAL 641, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union").

The parties, having collectively bargained with each other to reach this Agreement, hereby agree and stipulate that this Agreement shall be effective from January 1, 2009 through December 31, 2011.

ARTICLE I

RECOGNITION

The Township of Sparta hereby recognizes Merchandise Drivers Local 641, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive Collective Bargaining Agent and Representative for all regularly employed police dispatchers employed by the Township, as certified by the Public Employment Relations Commission of the State of New Jersey in docket number RO-2009-029.

As used herein the term "Employee(s)" shall mean all full-time, part-time and otherwise regularly employed police dispatchers, but shall not include managers, supervisors, policemen, casual employees, and all other employees of Sparta Township.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights,

authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
  3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and 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 then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40 and R.S. 11 or any other national, state, county or local laws or ordinances.

### ARTICLE III

#### EMPLOYEE RIGHTS

- A. The Township will not coerce any member of the employee unit for its participation or

activity relating to salary negotiations or unit participation in related areas of the collective bargaining process.

- B. The authorized representative(s) of the Union will be excused from on-duty work time, if necessary, to handle any Step II grievance matter.
- C. In all matters discussed with Township Officials pertaining to this contract, a member of the Union shall have representation of the negotiations or grievance committee and may have legal representation present.
- D. In administrative investigative matters in which the Township Manager may take disciplinary steps, the individual Union member involved may have representation as stated in Paragraph C., Article II.

#### ARTICLE IV

##### GRIEVANCE PROCEDURES

- A. Purpose
- B. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- C. Nothing herein contained shall be construed as limiting the rights of any member having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without intervention of the Union.
- D. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or related working conditions as may be raised by an individual, the Union, or the Township.

E. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Article III, Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance, unless just cause to the contrary is presented by the aggrieved party. The Chief of Police, or his designee, shall render a written decision within five (5) days after receipt of the grievance.

Step Two

If the grievance is not settled at the first step, the grievant or the representative(s) from the Union may make written request for a second step meeting within five (5) days after the answer at the first step. The Chief of Police, or his designee, shall set a meeting within seven (7) calendar days after the request for such time as is mutually agreeable. Said second step meeting shall be between the Township Manager and the Chief of Police with the Union representative(s). The Township Manager's decision to the second step shall be delivered to the Union within seven (7) calendar days after the meeting.

### Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

### TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the Merchandise Drivers Local 641, International Brotherhood of Teamsters. Within ten (10) calendar days after the filing of the grievance, a meeting shall be held between representatives of the Township and the Merchandise Drivers Local 641, International Brotherhood of Teamsters in an earnest effort to adjust the differences between the parties.

### ARTICLE V

#### HOURS AND OVERTIME

- A. All police radio dispatchers are required to work on a shift basis on a schedule approved by the Chief of Police.
- B. During any assigned shift, dispatchers shall be entitled to meal breaks and other relief from duties as required by The Fair Labor Standard Act and as authorized by the ranking officer in charge of the shift.
- C. Effective January 1, 2006 it is agreed that benefit calculations for all vacation, sick, holiday and personal days shall be based on a twelve (12) hour day. All references to days in the contract shall mean twelve (12) hours for the purposes of time off and compensation. Each

officer will work a total of 2184 hours per year on a schedule assigned by the Chief of Police. Work outside of the scheduled 2184 hours will be compensated for as outlined in Article IV, D.

D. In times of emergency, as called by the Chief of Police, all police radio dispatchers are subject to recall unless they are on sick leave. If a dispatcher is called out by the Chief of Police or his designee for a Township emergency, he/she shall be paid for a minimum of four (4) hours worked, which shall be in the form of compensatory time or pay at time and one-half based upon the request of the dispatcher. All other authorized overtime work shall be at the rate of time and one-half for all hours actually worked. Calculation of overtime pay shall be based on a forty (40) hour work week. This reference to a forty (40) hour work week shall apply only to overtime calculation. To implement the provisions of the Fair Labor Standards Act, the Township agrees that effective April 15, 1985, overtime will be paid for any week a dispatcher works in excess of 40 hours, not including vacation, sick leave, or other absences from work. This provision shall be voided if changes are made in the Fair Labor Standards Act which in any way exempts the Township from complying with the provisions of the Act. Thereafter, overtime would only be paid for hours worked in excess of the regular shift schedule.

E. In the event any off-duty dispatcher receives compensation from any litigants to a civil legal proceeding, such compensation or pay, if any, received by the dispatcher from the Township for such time spent shall be reimbursed to the Township by the dispatcher, whichever is less. No compensatory time shall be granted in the event the dispatcher has been compensated by the litigants to the proceeding.



- F. Dispatchers who are required to appear in court during off-duty hours in connection with job-related cases dealing with criminal or motor vehicle matters shall receive compensatory time in units of four (4) hours or time and one-half for all such hours based upon the mutual consent of both parties.
- G. The schedule for the assignment of personnel for the shifts of the dispatchers shall be prepared by the Chief of Police or his designee. Insofar as possible, assignments of personnel will be made on a rotating basis, i.e., personnel will be assigned for a fixed period on one shift and rotated on a planned basis to other shifts for approximately equal periods of time. It is intended that this procedure will apply to all police radio dispatchers, but will not include special assignments such as training, records, etc., which are required and approved by the Chief of Police. This section shall not interfere with the authority of the Chief of Police or his designee to assign radio dispatchers to other shifts or functions when special circumstances or emergencies occur.
- H. The Chief of Police or his designee shall give priority to the regular, full-time police radio dispatchers on a seniority basis when assigning overtime duty to fill temporary vacancies due to sickness, vacation schedules or other reasons when such vacancies are known in advance. The Chief of Police or his designee may fill the vacancy with any qualified dispatcher when time or conditions warrant.

## ARTICLE VI

### HOLIDAYS

A. The following holidays shall be recognized for all police radio dispatchers:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day following Thanksgiving
11. Christmas
12. Easter Sunday
13. ½ Christmas Eve ½ New Years Eve

B. Employees covered by the terms and conditions of this Agreement are granted two (2) personal days approved for use by the Chief of Police or his designee. Personal Days are not cumulative and cannot be carried over to the next year.

C. Effective January 1, 2007 dispatchers shall be paid annually for thirteen (13) holidays in cash at their regular rate of pay for each day. Holiday pay shall be (i) included with and considered part of the officer's base annual salary for all purposes and (ii) paid with the regular periodic installments of such base salary. In the event that a dispatcher works on any of the holidays listed in Paragraph A, he shall be paid at the rate of time and one-half for all hours worked on the holiday. Should a dispatcher be absent from work for an extended period of time, holidays will be prorated on a monthly basis. No holiday adjustment or reductions will be made for an employee who is absent for a period of less than 120 days.

D. Holidays shall be taken in accordance with the schedule established by the Chief of Police.

## ARTICLE VII

### VACATIONS

- A. Full-time permanent police radio dispatchers shall earn vacation on the basis of the following schedule:
1. Up to one (1) year of service, one (1) workday for each month or part thereof.
  2. One (1) through five (5) years of service, twelve (12) workdays' vacation during each year of service.
  3. Six (6) through ten (10) years of service, seventeen (17) workdays' vacation during each year of service.
  4. Eleven (11) through fifteen (15) years of service, twenty (20) workdays' vacation during each year of service.
  5. Fifteen (15) plus years of service, twenty (23) work days' vacation during each year of service.
- B. Computation of service shall be given for all continuous full-time service or permanent part-time service which an employee shall have served in an office, position or employment in the classified or unclassified service.
- C. Periods of leave of absence without pay may be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

## ARTICLE VIII

### PAID LEAVES OF ABSENCE

#### A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent police radio dispatchers shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

#### B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue on the basis of one and one-quarter (1 1/4) working day per month during the remainder of the first calendar year of employment after initial appointment. Sick leave shall be accumulated at the rate of fifteen (15) days per year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purpose.
3. Any amount of used sick leave which exceeds the amount accrued to an employee's account at time of separation from the Township will be deducted from the final salary payment.
4. Full-time dispatchers hired prior to January 1, 2002 shall be reimbursed for accrued sick leave at the time of retirement, death, or resignation in good standing with at least ten (10)

years of full time service with the Township at the rate of 75% percent of his/her accrued sick leave. The maximum limit of accrued sick leave for the purposes of this clause only, shall not exceed one hundred fifty (150) days.

5. Full-time dispatchers hired after January 1, 2002 shall be reimbursed for accrued sick leave at the time of retirement, death, or resignation in good standing with at least ten (10) years of full time service with the Township at the rate of 75% percent of his/her accrued sick leave. The maximum limit of accrued sick leave for the purposes of this clause only, shall not exceed one hundred (100) days.
6. For all Full-time dispatchers hired after January 1, 2009, reimbursement for accrued sick leave shall be capped at \$20,000.
7. The Township shall certify to the Department of Civil Service the employee's accumulated sick leave total which shall be made a part of the employee's permanent record.
8. Dispatchers who plan on retiring must provide the Township Manager a written notice twelve months in advance of their intended retirement date so that adequate provisions can be made in the subsequent budget to fund their retirement benefits from the Township. If a dispatcher fails to provide the twelve month notice, the Township reserves the right to prorate all or a portion of the payments into the following yearly budget.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work

situations where notice must be made prior to the employee's starting time.

- a. Failure to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and constitutes cause of disciplinary action.
- b. Absence without notice for five (5) consecutive work days shall constitute a resignation.

#### D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
2. An employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
3. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
5. In case of death in the immediate family, reasonable proof shall be required.
6. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her

return will not jeopardize the health and/or welfare of other employees.

#### E. DISABILITY LEAVE

1. An employee who is disabled because of an occupational injury or disease may, on the approval of the Manager, be granted a leave of absence with full pay, with reduced pay or with full pay for a certain period of time and reduced pay thereafter, contingent upon the availability of funds legally usable for this purpose. Such leave shall not be granted beyond one year from the date of injury or illness.
2. In lieu of the provisions stated above, employees may elect to use their accumulated sick leave.
3. Any amount of salary or wages paid or payable to an employee for disability leave or sick leave shall be reduced by the amount of workmen's compensation awarded under the New Jersey Workmen's Compensation Act for temporary disability; or a commercial insurance carrier employed by the Township.
4. The employee shall furnish reasonable proof relating to the injury or illness and the continued disability.

#### F. FUNERAL LEAVE

1. Employees are granted leave with pay for the death of a member of his or her immediate family. Immediate family means an employee's spouse, child, father, mother, brother, sister, father-in-law or mother-in-law. Time is granted from date of death to date of burial/cremation inclusive.
2. In the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the employee will be excused on the day of burial/cremation without charge to leave or loss of pay.

## G. JURY DUTY

When an employee is required to serve jury duty, he/she shall be paid his/her regular rate of pay upon presentation of proper evidence of jury service and shall not be required to turn in jury pay to the Township.

## ARTICLE IX

### HOSPITALIZATION AND INSURANCE

A. the Township shall provide hospitalization and major medical coverage under the plan known as "The Select Plan" as currently offered by the North Jersey Municipal Employee Benefits Fund (NJMEBF). In addition, during insurance open enrollment periods, employees may select, if they so choose, any other plan being offered by the Township during said open enrollment period. This plan will cover all permanent, full-time employees and their eligible dependents.

1. Effective January 1, 2009, the co-pay provisions will increase to \$5.00 each prescription for generic drugs and \$20.00 each prescription for brand name drugs. Effective January 1, 2009 the deductible for prescription reimbursement be \$150 per year.
2. Effective January 1, 2009, the office visit co-pay required under the plan shall be \$15.00 per visit.
3. Effective January 1, 2006 the Health Insurance deductible of \$100 per individual and \$200 per family will increase to \$200 per individual and \$400 per family.

B. All full-time dispatchers shall be eligible to be enrolled in the Township health benefits program no later than the third month following his/her appointment date. The Township shall provide hospitalization and major medical coverage as outlined above to these



dispatchers only at no expense. Coverage for prescription drugs and dental shall be provided with the stipulation that the dispatcher must pay for ten (10%) percent of the annual cost of the coverage. Dependent coverage for hospitalization, major medical, prescription drugs and dental shall be available provided that the dispatcher must pay 10% of the annual cost of this coverage.

C. The Township shall provide a prepaid dental care with the following benefit structure:

	<u>Plan Pays</u>
Preventive and Diagnostic	75/25
Remaining Basic	75/25
Prosthodontic Service	50/50

With a maximum benefit of \$1,000 per individual covered, per calendar year.

In addition-

Orthodontic Service	100%
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With a per case maximum of \$2,000. Orthodontic coverage includes dependent children to age 19 and dependent children who are full time students to age 23. Effective January 1, 2003 the Orthodontic per case maximum will increase to \$3,000.

D. The Township shall provide group life insurance coverage on a non-contributory basis for each full-time dispatcher in the amount of \$25,000 for dispatchers up to the age 64. The amount shall be \$16,250 for those 65-69 years of age, \$12,500 for those 70-74, and \$6,250 for those 75 and over.

E. The Township shall provide reimbursement to each dispatcher, upon proper verification, of up to \$290 each year for eye examinations and/or the purchase of prescription eye glasses. The Township shall also provide up to \$240 each year for reimbursement of eye examination

and/or purchase of prescription eye glasses for the dispatcher's spouse and each unmarried child who is less than 19 years old or is 19 years old but less than 23 years old, enrolled in school as a full-time student, and primarily supported by the dispatcher. Eye examinations must be performed and eye glasses must be purchased from duly licensed professionals in the field.

F. Enrollment as outlined in Paragraph A will be continued on a non-contributory family basis for all dispatchers who retire with twenty-five (25) or more years of full-time employment with the Township of Sparta. Requirements for dispatchers to pay a 10% co-pay toward medical coverage shall cease upon retirement. Retirees who are eligible for Medicare (Parts A&B) must file and certify said coverage to the Township. Upon said eligibility, the Township will supply Medicare supplemental coverage. Upon death of the retired dispatcher, family coverage will be continued until the death of his/her spouse, remarriage, or until receipt of other coverage is obtained.

G. The Township may, at its option, change any of the foregoing insurance plans or carriers so long as the same benefits are provided. The Union shall be consulted for its recommendations; however, final determination of any such changes will rest with the Township.

#### PROFESSIONAL DEVELOPMENT

A. The Township will advance 100% of the tuition costs incurred by full-time employees who enroll in accredited college level, job-related courses which are approved for such advances by the Township Manager. The Township's contribution shall not exceed 100% of the net tuition costs to the employees less any scholarship or other financial aid available to the employees. The employee shall submit a copy of his/her grade report to the Chief of Police

upon completion of each course and/or immediately notify the Chief of Police if he/she withdraws or fails to complete a course for which the Township has advanced tuition costs. The advances so made shall be repaid by the employee in the event he/she does not complete the course with a minimum grade of "C."

B. The Township shall pay an education increment to dispatchers as follows:

TABLE I DEGREE EARNED AFTER DATE OF HIRE
\$1,340 Associate's Degree
\$2,640 Bachelor's Degree
\$3,240 Master's Degree

TABLE 2 DEGREE EARNED BEFORE DATE OF HIRE
\$1,600 Master's Degree
\$1,250 Bachelor's Degree
\$ 600 Associate's Degree

A degree in any field that was earned prior to the employee's date of hire will receive the increment outlined in Table 2. A degree that is earned after the employee's date of hire in the field of Criminal Justice, Police Science, Public Administration, Computers, Sociology or Psychology will receive the increment outlined in Table 1.

C. The Township shall provide, in addition to tuition advancements, the cost of course related books. Payment for the books will be made by the Township upon presentation of receipts or other supportive documentation reflecting the full purchase price of such materials. Upon completion of the related course, all books shall be given to the Chief of Police for the department library.

D. All members of the Police Department will be allowed an equal opportunity for available police related schooling and police related seminars and courses subject to the Township's

ability to obtain available openings to such courses. Decisions concerning attendance at such schooling shall be determined by the Chief of Police and shall be based on length of service and the nature of the schooling. Costs connected with such training shall be provided by the Township.

E. An employee shall be reimbursed at the rate of 240 per mile for personal vehicle use. Other direct travel expenses such as tolls and parking will be reimbursed in full upon presentation of proper receipts. Whenever possible, a Township-owned vehicle shall be used instead of a personal vehicle. Meal expenses for other than normal duty related requirements shall be reimbursed upon presentation of proper receipts up to the following maximum allowance:

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner	\$20.00

#### ARTICLE X

##### TRAINING

Training shall be provided by the employer to employees covered by this Agreement on an as-needed basis as determined by the Chief of Police.

#### ARTICLE XI

##### SALARY GUIDE

- A. Salaries of all employees covered by this Agreement shall be as provided herein.
- B. Included in the January 1, 2006 salary figures is an adjustment to compensate for overtime (Garcia pay) pay for any hours within the scheduled 2184 hours per year that exceed the 40 hour work week. However, overtime worked over the scheduled 2184 hours will be compensated for as outlined in Article IV. Dispatchers scheduled to work eight (8) hour

shifts will be required to work an additional 104 hours per year to receive equivalent compensation as the 12 hour dispatchers.

C. The following salary guide shall be in effect for dispatchers during the life of this Agreement.

	Effective 1/1/09	Effective 7/1/09	Effective 1/1/10	Effective 1/1/11
(1) Starting Rate	\$40,226	\$40,829	\$42,258	\$43,737
(2) After completion of six (6) months	\$44,056	\$44,717	\$46,282	\$47,902
(3) After completion of twelve (12) months	\$47,734	\$48,450	\$50,146	\$51,901
(4) After completion of twenty-four (24) months	\$51,415	\$52,187	\$54,013	\$55,903
(5) After completion of thirty-six (36) months	\$55,095	\$55,922	\$57,879	\$59,905
(6) After completion of forty-eight (48) months	\$58,773	\$59,655	\$61,743	\$63,904
(7) After completion of sixty (60) months	\$62,455	\$63,392	\$65,611	\$67,907
(8) After completion of seventy-two (72) months	\$66,148	\$67,140	\$69,490	\$71,922
(9) After completion of eighty-four (84) months	\$68,794	\$69,825	\$72,269	\$74,798

D. Communications Center Manager Stipend: Effective January 1, 2005, a dispatcher who is assigned by the Chief of Police to perform the duties of Communications Center Manager shall receive additional compensation in the amount of up to \$4,000 in addition to the salary noted in Paragraph C above.

E. Movement from one increment to another shall be based on merit review upon evaluations which are approved and authorized by the Township Manager. Movement from pay increments shall not be granted automatically. Upon approval of the Township Manager,

movement to the next step will occur on the dispatcher's date of hire anniversary.

F. All new dispatchers hired will be paid at the minimum starting salary stipulated by this Agreement. It is recognized that the Township may hire experienced police radio dispatchers. The Township may enter into an agreement with said person(s) to place same into a Step greater than the starting rate, but no higher than the rate outlined in Paragraph B. Placement in said Step shall serve as that person(s) beginning step of employment and thereafter same shall continue upward in the Step Guide until maximum is achieved according to the provisions of the existing salary guide.

#### ARTICLE XII

##### UNIFORMS PURCHASE MAINTENANCE

The following uniform articles will be provided by the Township upon the initial hiring of a dispatcher: Six (6) long sleeve shirts, six (6) short sleeve shirts and four (4) pair trousers. The Township will provide each dispatcher with a \$450 allowance annually to be used for the replacement and maintenance of the dispatcher uniform. The annual uniform allowance will increase to \$500 on January 1, 2008.

No allowance will be paid for the first year of service.

#### ARTICLE XIII

##### DEFENSE OF EMPLOYEES

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of the employee's duties, the Township of Sparta shall provide said employee with the necessary means for the defense of such action or proceeding, but not for the employee's defense in a criminal or disciplinary proceeding instituted

as a result of a complaint on behalf of the Township of Sparta. If any such disciplinary or criminal proceeding instituted by or on behalf of the Township of Sparta shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of the employee's defense in accordance with the Township's legal defense policy and provisions of law.

#### ARTICLE XIV

##### SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. The preceding provisions shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

#### ARTICLE XV

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2011 without any reopening date. All terms of this Agreement shall be retroactive to January 1, 2009. This Agreement shall continue in full force and effect from year-to-year thereafter until a new contract is agreed upon.

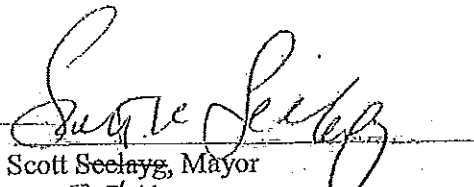
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of

May 18, 2010.

WITNESS

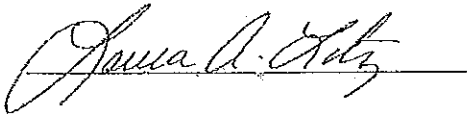
TOWNSHIP OF SPARTA

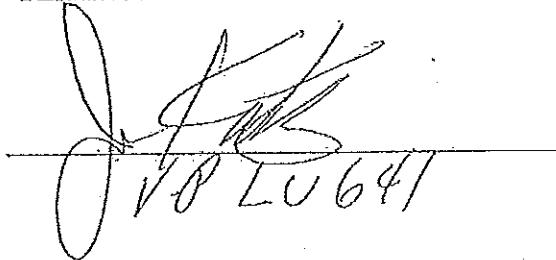


  
Scott Seelagy, Mayor  
SEELAGY

WITNESS

MERCHANDISE DRIVERS LOCAL 641,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS



  
V8 LU 641