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**A G R E E M E N T**

**Between**

**TOWNSHIP OF SPARTA**

**And**

**F.O.P. SPARTAN LODGE #26**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

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## ARTICLE I

### RECOGNITION

The Township recognizes the F.O.P. Spartan Lodge #26 for the purposes of collective bargaining and negotiations as the exclusive representative of the Police Officers, of the Township of Sparta.

## 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 the 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 of 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 hereof 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 F.O.P. will be excused from on-duty police time, if necessary, to handle any Step II grievance matter.
- C. The Township will allow the President of the F.O.P. and the authorized delegate of the F.O.P. to attend all official functions of the F.O.P. as long as it can be adequately demonstrated to the satisfaction of the Chief of Police that such attendance on the part of one or both representatives will not hinder normal operations of the Sparta Police Department.
- D. In all matters discussed with Township Officials pertaining to this contract, a member of the F.O.P. shall have representation of the negotiations or grievance committee and legal representation present.
- E. In administrative investigative matters in which the Township Manager may take disciplinary steps, the individual F.O.P. member involved may have representation as stated in Paragraph D, Article III.

## ARTICLE IV

### GRIEVANCE PROCEDURES

#### A. PURPOSE

1. 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.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Lodge.

#### B. DEFINITION

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 and may be raised by an individual, the Lodge, or the Township.

#### C. 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 Section D., Article IV, 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 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, 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 F.O.P. may make written request for a second step meeting within five (5) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer is received from the first step. The Chief, or his designee, shall set a meeting within seven (7) calendar days after the request, or for such time as is mutually agreeable. Said second step meeting shall be between the Township Manager and the Chief with the F.O.P. representative(s). The Township Manager shall render a decision and shall deliver it to the F.O.P. within seven (7) calendar days after the meeting.

Step Three: Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person may file with the Public Employment Relations Commission for binding arbitration. The arbitrator shall have full power to hear the grievance and render a final determination which shall be binding on both parties. The fees of the arbitrator shall be borne equally by the Township and the aggrieved person.

D. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the F.O.P. Within ten (10) days after the filing of the grievance, a meeting shall be held between representatives of the Township and the F.O.P. in an earnest effort to adjust the differences between the parties.

ARTICLE V

HOURS AND OVERTIME

- A. All members of the Police Department are required to work on a shift basis in a schedule approved by the Chief of Police. In times of emergency as called by the Chief of Police, all members of the Department are subject to recall unless they are on sick leave.
- B. If an officer, other than detectives, is called out by the Chief of Police or his designee to respond to a Township emergency, he shall be paid for all such hours worked at the rate of time and one-half. Upon an emergency call-out, the officer shall be paid for a minimum of four (4) hours, which shall be in the form of compensatory time or pay at time and one-half based upon the request of the officer. If an officer is called in early for a regularly scheduled shift, OT compensation shall be for actual hours worked prior to the commencement of the regular shift. 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 upon a forty (40) hour workweek. This reference to a forty (40) hour workweek shall apply only to overtime calculations. The option to work overtime shall be given based upon a rotating seniority roster. Overtime shall be voluntary. Should no employees volunteer, then the Chief of Police shall assign overtime in inverse order of seniority based upon the same rotating roster. When an opportunity to work overtime is

known in advance, same shall be conspicuously posted at least one week prior to assignment in order to secure volunteers. Assignment shall be based upon the rotating seniority roster. The F.O.P. recognizes the management rights of the Chief of Police to assign supervisors when no supervisor is working in the patrol division. Certain specialized details to persons other than regular full-time police officers. These persons include crossing guards and special police officers.

- C. In the event an off-duty officer receives compensation from any litigants to a civil legal proceeding, such compensation or the pay, if any, received by the officer from the Township for such time spent shall be reimbursed to the Township by the officer, whichever is less. No compensatory time shall be granted in the event the officer has been compensated by the litigants to the proceeding.
- D. Officers 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 a minimum of four hours of pay at time and one-half or compensatory time upon mutual consent of both parties. For each hour worked in excess of four hours, the officer shall receive pay at time and one-half or compensatory time at time and one-half for all such hours based upon the mutual consent of both parties.
- E. The schedule for the assignment of personnel for the shifts of the Police Department 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 uniformed patrol officers, but will not include special assignments such as investigation, records, traffic



bureau, etc., which are required and approved by the Chief of Police within the overall Police Department. The assignment of shifts will apply to the time periods when individual officers are scheduled, however, said shift assignments shall not interfere with the authority of the Chief of Police or his designee to assign members of the Police Department to other shifts or functions when special circumstances or emergencies occur.

## ARTICLE VI

### HOLIDAYS

A. The following Holidays shall be recognized for all officers:

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

B. Police personnel 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. Officers 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 an officer 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.

- D. Should an officer 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 officer who is absent for a period of less than 120 days.

## ARTICLE VII

### VACATIONS

- A. Annual vacation leave with pay for any officer hired after March 1, 1986 shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment: Twelve (12) working days vacation thereafter up to five (5) years of service; seventeen (17) working days vacation after the completion of five (5) years and up to ten (10) years of service; twenty (20) working days vacation after the completion of ten (10) years and up to fifteen (15) years of service; twenty-three (23) working days vacation after the completion of fifteen (15) years. Any Officer hired prior to March 1, 1986 shall receive the following vacation after the completion of fifteen (15) and up to (20) years of service; twenty-four (24) working days after completion of twenty (20) years and up to twenty-five (25) years of service; and twenty-five (25) working days after completion of twenty-five (25) years of service. .
- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Township unless the Township determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year.

- C. Should an officer be absent from work for an extended period of time vacation will be pro-rated on a monthly basis. No vacation adjustment will be made for an officer who is absent for a period less than 120 days.

## ARTICLE VIII

### SICK LEAVE

#### A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees, or full-time provisional employees shall be entitled to sick leave with pay based upon 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 the 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 to any full-time employee on the basis of one 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 twenty (20) 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.

C. SICK LEAVE REIMBURSEMENT/BUY-BACK

1. An officer with at least ten (10) years of full-time service with the Township shall be reimbursed for accrued sick leave at the time of death or resignation in good standing at a rate equivalent to seventy-five (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.
2. Officers hired prior to January 1, 2002 with at least ten (10) years of full-time service with the Township shall be reimbursed at the time of full term special retirement as defined by the NJ Division of Pensions or disability retirement at a rate equivalent to seventy-five (75%) percent of his/her accrued sick leave with a maximum limit not to exceed three hundred (300) days.
3. Officers hired after January 1, 2002 with at least ten (10) years of full-time service with the Township shall be reimbursed at the time of full term special retirement as defined by the NJ Division of Pensions or disability retirement at a rate equivalent to seventy-five (75%) percent of his/her accrued sick leave with a maximum limit not to exceed two hundred sixty-seven (267) days.
4. The Township shall certify to the New Jersey Department of Personnel the employee's accumulated sick leave total which shall be made a part of the employee's permanent record.
5. On January 1<sup>st</sup> of the year following the accumulation of 100 accrued sick days, an officer will have the option of selling back up to fifteen (15) sick days per year.
6. Sick day buy-back pay may be incorporated into an officer's base pay upon written request by the officer. At no time will the amount of days sold back deplete the

sick day bank to less than one hundred (100) days. The total amount of sick days sold back during an officer's career will not exceed the amounts set forth above. Sick time sell back prior to and at retirement will be computed as per paragraphs C. 1, 2, or 3 of this section. Sick time sell back will be based on total days accrued during officer's career with the Township. See examples below:

	<u>Days Accrued</u>	<u>Days Used</u>	<u>Days Sold Prior</u>	<u>Days Sold At Ret.</u>
Example 1	180	10	45	
	Formula: $180 - 10 = 170 \times 75\% = 127.5 - 45 = 82.5$			
Example 2	325	10	60	
	Formula: $325 - 10 = 315$ <b>Max: 300</b> $\times 75\% = 225 - 60 = 165$			
	Formula: $325 - 10 = 315$ <b>Max: 267</b> $\times 75\% = 200.25 - 60 = 140.25$			

Unless an officer uses all of his or her sick time, all days sold back prior to retirement will be considered accrued time until last year of employment when it will be subtracted from total.

Example: An officer falls ill and has 150 sick days accrued, but has sold back 50 and will be out for 125 days. Then he will only have 100 sick days before going into extended sick leave schedule.

#### D. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his 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 for denial of the use of sick leave for that absence and constitutes cause for disciplinary action.

- b. Absence without notice for five (5) consecutive workdays shall constitute a resignation.
2. Upon request by the Chief of Police, an officer on sick leave must report and perform light duty assignments, when physically able to do so, or provide proper medical verification that such duties cannot be performed.
3. Officers that are absent on worker's compensation leave must report in person to the Chief of Police or his designee at least once per week. The light duty requirements outlined above shall also apply.

E. 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 period 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 in that year unless such illness is of a chronic or recurring nature requiring recurring 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 return to duty, to be examined, at the expense of the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and/or welfare of other employees.
- F. The Township will continue to pay at his regular rate of pay any officer that is unable to perform his duties as a result of an injury that occurred during the performance of his duties. This payment will continue until the officer is able to resume his regular duties or retire under a disability pension. The injured officer will not be required to use any sick days in connection with this injury provided that acceptable medical evidence is submitted certifying that the officer's absence and disability is directly related to the injury. Conclusive proof of the officer's disability and inability to return to his regular duties shall be the continued payment of temporary disability benefits by the Township's workers compensation carrier. This benefit will continue during the length of time coverage is provided by the Township's workers compensation insurance carrier in accordance with state law. Any workers compensation payments received by the officer shall be returned to the Township. If it is deemed that an officer has suffered a permanent injury and is unable to return to the police profession, he will be paid by the Township until such time as he is able to retire under a disability pension.

In the event that the officer's workers compensation benefits are terminated by the workers compensation carrier prior to receiving pension approval, and the officer disagrees with the decision, it shall be the obligation of the officer within thirty (30) days

of receiving written notice of such termination to continuously pursue his benefit rights with the workers compensation carrier, the Worker's Compensation Board and/or the Police Pension Fund. During the time that an appeal is being considered, the Township will maintain full benefits. If, however, the officer does not appeal or pursue his benefit rights, or his appeals are ultimately denied, the officer shall receive benefits in accordance with Section F of this Article.

- G. Any officer who, for medical reasons, must be absent from the job for an extended period of time shall first use up all accumulated sick leave and shall then be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount of Pay</u>	<u>Length of Pay</u>
All Officers	Full Salary	12 Months
	One-Half Salary	12 Months

These new terms go into affect 07/01/09, anyone currently using the extended sick leave shall be grandfathered in under the expired contracted dated 01/01/05-12/31/08. During the period that an officer is receiving extended sick leave benefits, he shall not earn or accumulate the holiday buy-back provisions of this contract. During the first twelve month extended sick leave period, the officer shall be entitled to fifty (50%) percent of his allotted uniform allowance. Thereafter, he shall not receive this benefit until he returns to duty when he shall begin receiving the benefits. In the event that a major uniform change has been implemented during the officer's absence, the Township agrees to provide a sufficient amount of retroactive allowance to enable the officer to be properly supplied with uniforms upon his return. The need for the amount of allowance shall be determined by the Chief of Police. During any approved extended sick leave the officer shall not accumulate any vacation days. Salary shall cease upon expiration of the



length of pay benefits outlined above. If the officer is still unable to return to work, he shall be required to apply for disability retirement or leave of absence in accordance with New Jersey Department of Personnel provisions.

## ARTICLE IX

### HOSPITALIZATION AND INSURANCE

- A. Effective April 1, 1997 the Township shall provide hospitalization and major medical coverage under the plan known as "The Liberty Access Plan" as currently offered by Oxford. In addition, during insurance open enrollment periods, officers 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.
  
- B. The Township shall provide prescription drug coverage in an amount equal to or greater than that in force on December 31, 1990 for all officers hired prior to January 1, 1995. This plan will cover all permanent, full-time employees and their eligible dependents.
  - 1. Effective July 1, 2009, the co-pay provisions will increase to \$20.00 each prescription for brand name drugs. Generic drugs will remain at \$5.00. Effective January 1, 2009 the deductible for prescription reimbursement shall be \$200.00 per year. Effective January 1, 2010 the deductible for prescription reimbursement shall be \$225.00 per year. Effective January 1, 2011 the deductible for prescription reimbursement shall be \$275.00 per year. Any payments in excess of the above deductibles shall be reimbursed to the Officer upon submission of receipts. Retired officers shall be able to submit for reimbursement by mail.

- a) Upon proof of amount exceeding the annual maximum, the employee will immediately be reimbursed out of a petty cash fund during regular Township business hours. There will be no requirement to submit a voucher unless the amount to be reimbursed is in excess of \$16.00. The employee may conceal the name of the medication on the receipt from the Township.
- C. Effective January 1, 2005 all officers shall be eligible to be enrolled in the Township health benefits program no later than the third month following his/her appointment date. For these officers, the Township shall provide hospitalization and major medical coverage as outlined above to the officers only at no expense. Coverage for prescription drugs and dental shall be provided with the stipulation that the officer 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 officer must pay 10% of the annual cost of this coverage.
- D. The Township shall provide insurance to retired police officers on a non-contributory basis, in accordance with the following provisions. Requirements for officers to pay a 10% co-pay toward medical coverage shall cease upon retirement.
1. Enrollment as outlined in Paragraph A and B will be continued on a non-contributory basis for all officers who have retired prior to January 1, 1993 with twenty-five (25) years of police service or the length of service required by the Police and Firemen's Retirement System for full term (special) retirement and for any eligible family members who are covered under the Township's Plan the day before the employee's date of retirement. Upon the death of the retired officer, coverage will be continued for his or her spouse until the death, remarriage, or

until receipt of other coverage. After retirement, no new dependents may be added to the officer's coverage. However, if a retired officer who had coverage for his or her spouse at the time of retirement remarries, the new spouse may receive coverage. Upon the death of the officer, all coverages for the new spouse will terminate. 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.

2. Effective January 1, 1993, all presently employed officers shall be required to complete at least fifteen (15) years of service as a full-time police officer with the Township of Sparta and complete a total of twenty (20) years of eligible police service or the length of service required by the Police and Fireman's Retirement System for special (full-term) retirement to receive the health benefits outlined in Paragraph A and B on a non-contributory basis.
3. All new officers hired after January 1, 1993 must complete twenty (20) years of full-time employment with the Township of Sparta and complete 25 years of eligible police service as required by the PFRS system to be eligible to receive the health benefits outlined in Paragraph A and B on a non contributory basis.
4. The Township will provide the Health Benefits Program outlined above to an individual officer at the premium rate in existence on the date of his retirement, provided that he must retire in good standing with a minimum of fifteen (15) complete years of police service with the Township. Any increase in the premium rate shall be paid by the retiree unless he is totally and permanently disabled at the time of retirement and is unable to obtain any other employment, in which case,

the Township shall pay the total cost of the premiums for the officer and his family. If the officer receives approval from the Police & Fireman's Retirement System for an accidental disability pension after retirement, the Township will review the case to determine his eligibility to this benefit.

5. If an officer who has retired under the provisions of Section 1 above obtains health insurance coverage from another employer or source, it shall be his obligation, within one (1) month, to so notify the Township. If an officer who has retired under the provisions of Section 4 above obtains health insurance coverage from another employer or source, it shall be his obligation within one (1) month, to so notify the Township in which case the Township's obligation to provide the benefits shall cease.
  6. 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.
  7. Effective July 1, 2009 the co-pay provision for office visits to a medical doctor shall be \$15.00.
- E. The Township shall provide group life insurance coverage on a non-contributory basis for each police officer and those who are retired as of March 8, 1983. For active employees, coverage shall be in the amount of \$25,000 for officers up to 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. For retired employees, coverage shall be in the amount of \$12,500 for retirees up to the age 74, and \$6,250 for those 75 and over. After March 8, 1983, the Township shall provide this benefit only to members who retire with twenty-five (25) years of

police service or the length of service required by the Police and Firemen's Retirement System for full-term (special) retirement.

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

Preventive & Diagnostic	75/25
Remaining Basic	75/25
Prosthodontic Service	50/50

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

Effective January 1, 2010 the maximum benefit per individual covered, per calendar year shall be increased to \$1,500.00.

Effective January 1, 2011 the maximum benefit per individual covered, per calendar year shall be increased to \$2,000.00.

In addition-

Orthodontic Service	100%
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With a per case maximum of \$3,000. Orthodontic coverage includes dependent children to age 19 and dependent children who are full-time students to age 23.

G. Officers that retire shall have the option of retaining dental coverage under the terms of the dental plan in affect at the time of their retirement by paying all the costs of the coverage. The Township shall make no contribution towards the cost of this program for those retired officers that elect this provision.

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

examination and/or purchase of prescription eye glasses for the officer'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 officer. Eye examinations must be performed and eye glasses must be purchased from duly licensed professionals in the field. This benefit ceases at retirement.

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

#### ARTICLE X

##### PENSION PLAN

- A. The Township shall continue for the lifetime of the Agreement to pay the Township's portion of pension costs under the Police and Fireman's Retirement System of New Jersey in effect at the signing of this Agreement.
- B. Officers 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 an officer 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.

#### ARTICLE XI

##### PROFESSIONAL DEVELOPMENT OF POLICE

- A. The Township will advance 100% of the tuition costs, including miscellaneous charges by the school included in the tuition bill, 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 amount paid per credit by the Township shall not exceed the rate per credit charged by Rutgers University in New Brunswick. The employee shall submit a copy of his grade report to the Chief of Police upon completion of each course and/or immediately notify the Chief of Police if he 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 does not complete the course with a minimum grade of "C."

- B. The Township shall pay an education increment to Officers hired prior to January 1, 2002 as follows:

TABLE I
OFFICERS HIRED PRIOR TO JANUARY 1, 2002
\$3240 Master's Degree
\$2640 Bachelor's Degree
\$1340 Associate's Degree

The Township shall pay an education increment to Officers hired after January 1, 2002 for a degree that is earned in the field of Criminal Justice, Police Science, Public Administration, Computers, Sociology or Psychology as follows:

TABLE 2
OFFICERS HIRED AFTER JANUARY 1, 2002
\$3000 Master's Degree
\$2640 Bachelor's Degree
\$1340 Associate's Degree

- C. Employees with 70 or more credits will continue to receive \$20.00 per credit until a degree is obtained.
- D. 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.
- E. 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.
- F. All benefits included in this article will apply to those officers who wish to pursue a master's degree in a related academic field to law enforcement. A copy of the master's thesis shall be given to the Township of Sparta and due recognition so noted in said thesis.
- G. A police officer shall be reimbursed at the rate of 24¢ 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 XII

SALARY GUIDE

- A. New employees hired by the Police Department who have not completed Police Academy training will be paid at the Academy Rate for their first six months. Thereafter, the officer will move up one step to the Salary Guide Start Rate. If hired in July, the Start Rate will be in effect from January 1 to July 30; then the employee will move to Step One until January 1 of next year; thereafter will move one step each January 1 to top rate.

Academy Rate:

Effective Jan. 1, 2009	Effective July 1, 2009	Effective Jan. 1, 2010	Effective Jan. 1, 2011	Effective Jan. 1, 2012
37469	38031	39419	40897	42431

Salary Guide:

	Effective 1/1/2009	Effective 7/1/2009	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012
Start Rate	46115	46807	48515	50334	52222
Step 1	54762	55583	57612	59772	62013
Step 2	63408	64359	66708	69210	71805
Step 3	71871	72949	75612	78447	81389
Step 4	80701	81912	84902	88086	91389
Step 5	89349	90689	93999	97524	101181

New Employees hired on or after July 1, 2009 shall be subject to the following salary schedule:

Academy Rate:

Effective Jan. 1, 2009	Effective July 1, 2009	Effective Jan. 1, 2010	Effective Jan. 1, 2011	Effective Jan. 1, 2012

36734		
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	Effective 1/1/2009	Effective 7/1/2009	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012
Start Rate	40000	40000	41460	43015	44628
Step 1		43404	44988	46675	48426
Step 2		46807	48515	50335	52222
Step 3		55583	57612	59772	62014
Step 4		64358	66707	69209	71804
Step 5		72949	75612	78447	81389
Step 6		81912	84902	88086	91389
Step 7		90689	93999	97524	101181

Acting Sergeant*	1/1/2009	1/1/2010	1/1/2011	1/1/2012
	100,030	103,681	107,569	111,603

\* Salary rate is step one from FOP/SOA agreement.

- B. An officer designated by the Chief of Police to serve in an Acting Sergeant position to fill a temporary vacancy of one full day or more shall be entitled to receive salary payments equal to that established for the Acting Sergeant position based on the above salary range for acting sergeant. Payments shall be made for each full day he is on duty, not including sick days, vacation, personal days or other absences from his assigned shift.
- C. Detective Increment - A police officer who serves as a full-time, permanent detective shall receive additional compensation in the amount of \$4,000 in addition to the salary noted in Paragraph A above.
- D. Step increments shall be based upon yearly evaluations, which are approved and authorized by the Township Manager. Salary increments shall not be granted automatically.
- E. Should any police officer disagree with his evaluation, said police officer, upon his request, will be granted an examination of his report by a Special Evaluation Appeal

Panel. This panel shall consist of the following members: police officer's reviewing supervisors, Chief of police, Township Manager, and a police officer of the aggrieved's choice.

F. All new police officers hired by the Police Department will be paid at the minimum starting salary stipulated by the Salary Ordinance in effect as well as the Contractual Agreement entered into between the Township of Sparta Spartan Lodge F.O.P. #26 unless otherwise stipulated by the Township Manager. It is recognized that the Township may hire experienced N.J. Police Training Commission certified person(s). The Township may enter into an agreement with said person(s) to place same into a step greater than Step 1, but no higher than Step 5. Placement in said step shall serve as the 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 Step and Salary Guide. After successful completion of twelve (12) months' continuous service, the following factors shall be required prior to any salary adjustment being considered:

1. A written performance evaluation shall be implemented and submitted to the Chief of Police by the employee's immediate supervisor within ten (10) working days following the twelve (12) month anniversary date of employment of the new officer.
2. Chief of Police shall review the performance evaluation and submit his recommendations to the Township Manager within five (5) working days.
3. The Township Manager will review the recommendations of the Chief of Police and the performance evaluation as completed by the employee's immediate supervisor and render a decision within a reasonable time period.

In the event the new police officer's overall performance merits a salary adjustment, he shall receive an increase to the next step in the salary guide. Subsequent pay increases will be considered on January 1 of each year.

### ARTICLE XIII

#### UNIFORM ALLOWANCE

- A. The individual officer is directly responsible for his appearance to the Chief of Police.
1. Effective January 1, 2003, the Township will provide \$1500 per officer per year to purchase articles of his uniform. The uniform allowance shall be paid through the regular payroll process and issued on a pro-rata basis in each biweekly paycheck. Officers will not be required to submit expense receipts for use of this allowance. Detectives shall receive a clothing/uniform allowance of \$1500 per year. It will be the individual responsibility of each employee to purchase such uniform requirements as he might personally need with the allowance. Officers will be responsible for the cleaning and maintenance of their uniform articles. Leather jackets shall be considered as equipment items to be maintained by the Township.
  2. Uniform or equipment damage which occurs in the performance of duty, over and above normal wear and tear, will be repaired or replaced by the Township. If an officer's prescription eyeglasses are damaged, the Township will reimburse the officer an amount not to exceed \$100 for said glasses. Such damage to the eyeglasses must be during the performance of duty and must not be the result of carelessness.
- B. The Township shall replace all issued equipment on an as-needed basis. The Sparta Township Police Manual shall serve to define the difference between equipment and

uniform articles. In addition, the Township shall supply up to one hundred (100) rounds of ammunition to enable officers to qualify their approved off-duty weapons during normal firearms training.

C. The Township shall provide a ballistic vest for all officers upon their appointment. The Township agrees to replace any vest that is damaged during the performance of the officer's duty. The Township further agrees to replace the vest whenever testing, independent study, or an incident occurs that indicates the ballistic properties of the vest may have decayed to the point that officer safety is in jeopardy. The Township will not have to replace a vest solely because the manufacturer's warranty for the ballistic panels has expired.

D. Weapon

1. The Township shall purchase and issue a .40 cal. Beretta semiautomatic handgun to every officer.
2. All officers hired subsequent to the adoption of this addendum will authorize a \$200 payroll deduction. This payroll deduction will occur on the payday subsequent to the receipt of the weapon by the officer.
3. All officers who complete ten (10) years of service in the Sparta Township Police Department will own the .40 cal. Beretta upon their retirement.

E. Uniform

Effective January 1, 2005 the initial clothing issue will no longer include a leather or nylon jacket. Effective that date the initial clothing allowance will include a Gore-Tex jacket, 4 turtlenecks and 4 Class C uniforms.

ARTICLE XIV

LONGEVITY

A. The following longevity plan shall continue for the life of this Agreement for all officers hired before March 1, 1986:

1. Beginning in the ninth (9) year of service, six (6%) percent longevity pay based upon employee's base salary.
2. Beginning in the thirteenth (13) year of service, eleven (11%) percent longevity pay based upon the employee's base salary.
3. Beginning in the seventeenth (17) year of service, sixteen (16%) percent longevity pay based upon the employee's base salary.
4. Beginning in the twenty-first year of service and beyond, twenty-one (21%) longevity pay based upon employee's base salary.

B. The following longevity plan shall become effective and shall continue for the life of this agreement for all officers hired after March 1, 1986:

1. Beginning in the sixth (6) year of service, two (2%) percent longevity pay based upon the employee's base salary.
2. Beginning in the ninth (9) year of service, four (4%) percent longevity pay based upon the employee's base salary.

3. Beginning the thirteenth (13) year of service, six (6%) longevity pay based upon the employee's base salary.
4. Beginning in the seventeenth (17) year of service, eight (8%) percent longevity pay based upon the employee's base salary.
5. Beginning in the twenty-first year of service and beyond, ten (10%) percent pay based upon the employee's base salary.

C. The following longevity plan shall apply to all officers hired on or after July 1, 2009:

1. Beginning in the eighth (8) year of service, two (2%) percent longevity pay based upon the employees base salary.
2. Beginning in the eleventh (11) year of service, four (4%) percent longevity pay based upon the employees base salary.
3. Beginning in the thirteenth (13) year of service, six (6%) percent longevity pay based upon the employees base salary.
4. Beginning in the seventeenth (17) year of service, eight (8%) percent longevity pay based upon the employees base salary.
5. Beginning in the twenty-first (21) year of service, ten (10%) percent longevity pay based upon the employees base salary.

#### ARTICLE XV

#### PAYROLL DEDUCTION PLAN

- A. The Township will develop a program that will allow for automatic savings deposited through a payroll deduction plan. This program will be developed with the agency so designated for payroll. This program will be designated in accord with the payroll agency's plan. This Article is optional to each member of the F.O.P.

## ARTICLE XVI

### CEREMONIAL ACTIVITIES

In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Township will permit at least one uniformed police officer of the Township to participate in funeral services for the said deceased officer. Subject to availability of same, the Township will permit a Township police vehicle to be utilized by the members in the funeral service. Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

## ARTICLE XVII

### PRESERVATION OF RIGHTS

- A. Effective 1986, the Township agrees to enter into a contract, at the time for full-term retirement, with each retiring officer to provide for continuation of the officer's benefits at the time of his retirement. The contract shall outline, in a form mutually acceptable by the Township and the F.O.P., the benefits which the officer is entitled to receive during the life of his retirement. The officer shall only be eligible to receive those benefits that are incorporated within the F.O.P. contract(s) or agreement(s) at the time of the officer's retirement. Nothing contained in this clause shall be construed to obligate the Township to negotiate or grant benefits that are not in existence through contractual agreements at the time of the officer's retirement.
- B. Benefit Calculation for officers hired before 1986- It is agreed that benefit calculations for sick leave and vacation leave shall be based upon the number of hours worked on a regular day's shift. If earned on a twelve hour shift, they will be calculated on a twelve



hour basis. If shifts are changed, twelve hour credits will remain, however, new benefits would be earned and paid on the amount of hours in the new shift.

- C. Benefit calculation for officers hired after March 1, 1986 – effective January 1, 2005 all vacation, sick, holiday and personal days 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 V.

#### ARTICLE XVIII

##### DUES CLAUSE

The Township shall withhold FOP dues from each officers bi-weekly pay in an amount authorized by the FOP Lodge #26 President. Beginning 2005 the FOP president will deliver to the Township a request for payroll deduction signed by each officer. Any new officer will submit the form at the time of his original hiring. Should the amount of the dues change new forms shall be submitted by the FOP President.

#### ARTICLE XIX

##### 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 XX

### FULLY BARGAINED PROVISIONS

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

## ARTICLE XXI

### UNION SECURITY

All employees covered by this Agreement who are members of the Union at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Union for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Union.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the Employer at the request of the Union under this Article.

The Employer agrees to deduct biweekly from the salary of each employee the sum certified as Union dues and forward the sum to the Union treasurer and/or any other duly authorized officer. Effective January 1, 2009, employees represented by this collective bargaining unit may only request payroll deduction for the payment of dues to no other labor organization than the duly

certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

Beginning thirty (30) days after agreement of this contract, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require an employee to become a member of the majority representative.

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that year. Any changes in the representation fee structure during the contract year shall be in accordance with the above.

After verification by the Employer that an employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The Employer shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in this unit.

The representation fee in lieu of dues shall only be available to the Union if the procedures hereafter are maintained by the Union.

Provisions in this clause are further conditioned upon the meeting of all requirements of applicable laws.

## ARTICLE XXII

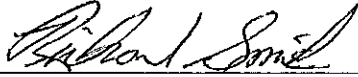
### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect up to and including December 31, 2012. All benefits of this Agreement shall be retroactive to

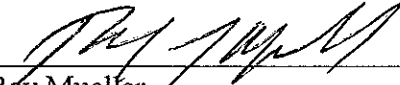
January 1, 2009 except as otherwise specifically noted. This Agreement shall continue in full force and effect from year-to-year thereafter until a new contract is agreed upon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Sparta,  
10<sup>th</sup> day of Aug., 2009. ~~MEW~~ 7-14-10 For P.P.S. #26  
New Jersey on this ~~2nd~~ day of March, 2005. ~~ES~~ 7-14-10 For Sparta Twp.

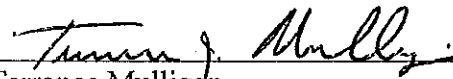
F.O.P. SPARTAN LODGE #26



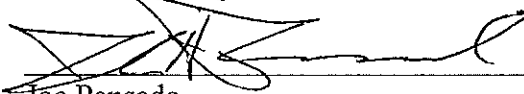
Richard Smith



Ray Mueller

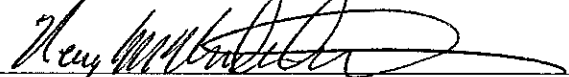


Terrance Mulligan



Joe Pensado

TOWNSHIP OF SPARTA



Henry M. Underhill, Township Manager