

A G R E E M E N T - -

Between:

TOWNSHIP OF SPARTA, Township of

and

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

POLICE OFFICERS - SERGEANTS - LIEUTENANTS

X JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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SUSSEX COUNTY, NEW JERSEY

- and -

F.O.P. SPARTAN LODGE #26

POLICE OFFICERS - SERGEANTS - LIEUTENANTS
JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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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, Sergeants, and Lieutenants.

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 State of New Jersey and 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 judgement 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 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 at said discussions.
- E. In administrative investigative matters in which the

Township Manager may take disciplinary steps, the individual F.O.P. member involved shall have representation as stated in Paragraph D., Article III.

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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 any 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 at 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's answer to the second step shall be delivered to the F.O.P. within seven (7) calendar days after the meeting.

Step Three: If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may, within five (5) calendar days, notify the Township Council that he wishes to have them rule on the aggrieved matter. A hearing shall be held within fifteen (15) days by the Township Council after the receipt of grievance. At such meeting the aggrieved may appear with a representative(s) of the F.O.P. The Township Council's answer to the third step shall be delivered to the F.O.P. within seven (7) calendar days after said meeting.

Step Four: Should the aggrieved person be dissatisfied with the decision of the Township Council, such person

may file where appropriate for a Civil Service review in accordance with the Rules of the Department of Civil Service. In lieu of a Civil Service review, both parties may mutually agree to submit to binding arbitration in accord with legislation so developed by the State of new Jersey.

D. Township Grievances: Grievances initiated by the Township shall be filed directly with the F.O.P. within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance 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 an average of forty (40) hours per week on a shift basis in a schedule approved by the Police Chief. 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. Officers shall receive monetary compensation for all overtime work in case of a Township emergency when additional officer(s) are required for general public welfare and safety. This call out shall be initiated by the Chief of Police or his designee.
- C. In the event an off-duty officer received 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 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. This reimbursement schedule shall be utilized in Section B of this Article, only in cases of emergency, i.e. "Plectron Call Out".

All other overtime will be based on actual hours worked.

E. There shall be a minimum of three (3) police officers and/or sergeants or any combination thereof to respond to normal patrol functions plus a minimum of one person to dispatch for every night tour of duty.

F. Members of the police department assigned to the patrol division shall not be required to work unequal tours of duty.

MEMO OF UNDERSTANDING: RE: P. 11 Section F

Unequal tours of duty means the act of switching a persons tour of duty without sufficient notice, i.e. a man is scheduled to work nights and is told instead to work days. This does not prevent the Police Chief from re-assigning personnel to other tours of duty nor does it preclude him from scheduling a person to work a particular Holiday detail. It primarily is designed to prevent un-scheduled changes without sufficient notice.

ARTICLE VI

Holidays:

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

- | | |
|--------------------------|-------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Washington's Birthday | 8. Thanksgiving Day |
| 3. Good Friday | 9. Day following Thanksgiving |
| 4. Memorial Day | 10. Christmas |
| 5. Independence Day | 11. General Election Day |
| 6. Labor Day | 12. Easter Sunday |

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. This Agreement will enable an officer to have his choice of the holiday compensatory time off or be paid for the holiday when no compensatory time was taken on the following schedule:

1981	1982
------	------

11 buy back days 11 buy back days

No officer will be compensated monetarily for more holidays (when compensatory time is not taken) than is outlined in the above schedule.

C. Holiday pay will be computed at a rate of time and one-half for all such hours worked. Computation of

holiday pay will be computed prior to December first each year for payment to officers per the above schedule, and shall appear in a separate pay check given at the same time that the first regular pay check of December is issued.

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

E. Section C of this Article (Holiday buy-back provisions) is not applicable to the Detectives or Lieutenants.

ARTICLE VII

Vacations:

- A. Annual vacation leave with pay 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: fourteen (14) 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 fifteen (15) years of service; twenty-two (22) working days vacation after the completion of fifteen (15) 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.

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 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 employees 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) 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. An employee shall be reimbursed for accrued sick leave at the time of termination of his/her employment. Upon termination the Township shall issue a pay check to said employee, equivalent to twenty-five percent (25%) of his/her accrued sick leave. The maximum limit of accrued sick leave for the purpose of this clause only, shall not exceed one hundred fifty (150) days. Upon termination, 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.

Retirement

C. 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 of denial of the use of sick leave for that absence and constitutes cause for 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.

a. 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 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.

b. 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.

c. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

d. In case of death in the immediate family, reasonable proof shall be required.

e. 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, by a physician designated by 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.

E. The Township will continue to pay at his regular rate of pay any officer who is injured on the job. This payment will continue until the officer is able to report back to his regular duties. Any Workman's Compensation received will be returned to the Township to offset the payment of salary by them. The injured officer will not be required to use any sick days in connection with this injury. If it is deemed that this is a permanent injury and the officer 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

Logical progression on this

the disability pension.

F. Any officer who, for medical reasons, must be absent from the job for an extended period of time will first use up all available sick time coming to him; and then will be carried at full salary by the Township until such time as he is able to resume his duties or is considered to be eligible for retirement.

Regular Sick Leave

Subsequent long-term medical sick leave up to 1 yr.

Harvey Kitchery — who is this individual? ?

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ARTICLE IX

Hospitalization and Insurance:

A. The Township shall continue to provide enrollment in the Connecticut General/Garden State Health Benefits Program as entered into on December 1, 1980. This plan will cover all permanent employees and any new employee shall be enrolled in said plan no later than the third month following his/her appointment date. This plan provides coverage also for the immediate families of permanent employees.

B. Enrollment in the Connecticut General/Garden State Health Benefits Program will be continued by the Township for all employees who retire or receive a disability retirement, including those who had previously retired and who after retirement were continued under the old Public Employees Health Benefits Program of New Jersey.

C. The Township shall provide a \$10,000 Group Life Insurance Program policy for each member of the Department and continue same for said employee after his/her retirement.

D. 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 such changes will rest with the Township after such consultation.

E. The Township shall provide the Dental Service Plan of New Jersey which pays 75/25 percent for general coverage, 50/50 percent for Prosthodontics and pays 100 percent for Orthodontics up to \$1000.00 per each employee family member per year

PAID BY EMPLOYEES (Billed through Union Plan)
F. The Beneficial National Life Insurance Company Prescription Drug Plan wherein the employee or member of the employee's family pays \$1.00 per prescription shall be provided. Said plan will also provide for prescription contraceptives, on the same basis.

ARTICLE X

Pension Plan:

The Township shall continue for the lifetime of the agreement to pay the Township's portion of pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XI

Professional Development of Police:

*Agreement
to be made!*

A. The Township will advance 75% 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 75% of the net tuition costs to the employees less any scholarship or other financial aid available to the employees. 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 agrees to continue for the remainder of 1981 a salary increment plan for educational requirements adopted on August 27, 1968. Beginning January 1, 1982 the Township will increase the payment per credit by *(from \$17.00 to \$20.00 in 1982)* three dollars (\$3.00) up to a maximum of 132 credits.

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. To the greatest extent possible, books are to be reused by other personnel.

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 in 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. 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.

F. A police officer shall be reimbursed at the rate of 20¢ per mile for personal vehicle use. Travel expenses such as, but not limited to tolls and parking will be reimbursed in full upon presentation of proper receipts. When ever possible a Township owned vehicle shall be used instead of a personal vehicle. Meal expenses for other than normal duty related requirements shall be paid at the following rate and scale:
MAXIMUM LEVELS: (Breakfast: \$5.00)-Lunch: \$10.00-Dinner: \$15.00)

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ARTICLE XII

Salary Guide:

A. The following salary guide shall be in effect for Police Officers during the life of this Agreement:

<u>January 1, 1981</u>	<u>January 1, 1982</u>
Step 1 13,223	Cost of living increase not to exceed 10%
Step 2 16,509	
Step 3 17,855	
Step 4 19,539	
Step 5 21,021	

Rough differential - 15%

B. Detective Increment - A Police Officer who serves as a full-time, permanent detective shall receive additional compensation in the amount of \$1,000 in addition to the salary noted in Paragraph A above, for the life of this Agreement.

C. Step increments shall be based upon yearly evaluations, which are approved and authorized by the Township Manager. Salary increments shall not be granted automatically.

D. 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.

E. Salary guide for Sergeants and Lieutenants:

January 1, 1981

Sergeants: 24,174

Lieutenants: 27,800

January 1, 1982

Sergeants & Lieutenants shall receive a cost of living increase not to exceed 10%

F. A fifteen percent (15%) salary differential shall be maintained between the ranks covered under the terms and conditions of this agreement.

ARTICLE XIII

A. It will be the individual responsibility of each employee to purchase such uniform requirements as he might personally need with the allowance. Uniform or equipment damage which occurs in the performance of duty, over and above the 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 \$100.00 for said glasses. Such damage to the eyeglasses must be during the performance of duty.

B. The Township will provide \$400.00 per police officer to purchase articles of his uniform. This uniform allotment shall be paid to the officer prior to June 1, 1981. Receipts in the amount of \$175.00 shall be necessary to receive said allotment. The uniform allowance shall be increased to \$500.00 in 1982 and said allotment shall be paid prior to June 1, 1982. Receipts in an amount not to exceed \$400.00 shall be provided to the Township prior to the receipt of the allotment check. The individual officer is directly responsible for his appearance to the Chief of Police.

C. The Township shall provide a vendor who will be

required to clean and maintain the uniform articles of each police officer. Vendor selection may be based upon the mutual agreement of the F.O.P. and the Township.

D. The Township shall replace all issued equipment on a as needed basis. Replacement shall be approved by the Chief of Police or his designee. The Sparta Township Police Manual shall serve to define the differences between equipment and uniform articles.

E. The Township shall reimburse an officer the amount of \$150.00 for the purchase of a Bullet-Proof vest of his choice.

ARTICLE XIV

Longevity:

A. The following longevity plan shall continue for the life of this Agreement:

1. Beginning in the ninth (9) year of service--5% longevity pay based upon employee's base salary.
2. Beginning in the thirteenth (13) year of service--10% longevity pay based upon the employee's base salary.
3. Beginning in the seventeenth (17) year of service--15% longevity pay based upon the employee's base salary.
4. Beginning in the twenty-first year of service and beyond--20% longevity pay based upon employee's base salary.

ARTICLE XV

Additional Benefits:

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

ARTICLE XVI

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 XVII

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 require to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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ARTICLE IXX

Dues Clause

If a regular police officer fails to remit his annual dues to the Spartan Lodge Fraternal Order of Police #26 before March 31, of each year, the Lodge shall submit a request to the Sparta Township Treasurer to send an amount equal to eight-five percent (85%) of the annual dues for regular membership to the Lodge. Said deduction shall come from and appear on the next pay check due the delinquent employee. The employee agrees that he shall have no voting privledges until such time as the remaining amount of any and all delinquent dues are remitted to the Lodge.

ARTICLE XVIII

Term and Renewal:

This Agreement shall be in full force and effect as of January 1, 1981 and shall remain in effect to and including December 31, 1982 without any reopening date. All benefits of this agreement shall be retro-active to January 1, 1981. This Agreement shall continue in full force and effect from year to year thereafter until a new contract is agreed upon. The Lodge shall submit a copy of its entire proposal to the Township prior to September 1, 1982.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sparta, New Jersey, on this _____ day of 1981.

F.O.P. SPARTAN LODGE #26

TOWNSHIP OF SPARTA, SUSSEX COUNTY, NEW JERSEY

By: James P. Hoff

By: Mark Memo

ATTEST: Richard K. Kelly

ATTEST: William J. Hoff