

3-0180  
19-18

A G R E E M E N T

Between:

TOWNSHIP OF SPARTA

SUSSEX COUNTY, NEW JERSEY

-and- V.

F.O.P. SPARTAN LODGE #26

SERGEANTS

JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

TABLE OF CONTENTS

	<u>Page #</u>
ARTICLE I - Recognition	1
ARTICLE II - Management Rights:	2
ARTICLE III - Employee Rights	4
ARTICLE IV - Grievance Procedures	5
ARTICLE V - Hours and Overtime	8
ARTICLE VI - Holidays	9
ARTICLE VII - Vacations	10
ARTICLE VIII - Sick Leave	11
ARTICLE IX - Hospitalization and Insurance	14
ARTICLE X - Pension Plan	15
ARTICLE XI - Professional Development of Police	16
ARTICLE XII - Salary Guide	17
ARTICLE XII-A - Detective Increment	17A
ARTICLE XIII - Uniform Allowance	18
ARTICLE XIV - Longevity	19
ARTICLE XV - Separability and Savings	20
ARTICLE XVI - Fully Bargained Provisions	21
ARTICLE XVII - Term and Renewal	22

ARTICLE I

Recognition:

The Township recognizes the Lodge for the purposes of collective negotiations as the exclusive representative of the Sergeants

## 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.

Article II

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.

B. The authorized representative of the FOP will be excused from on-duty Police time, if necessary to handle any Step II grievance matter with the Township Manager.

C. The Township will allow the President of the FOP and the authorized delegate of the FOP to attend all official functions of the FOP 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.

## 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, and shall be followed in its entirety unless any step is waived by mutual consent:

## Article IV

### 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. The Chief, or his designee, shall render a written decision within ten (10) days after receipt of the grievance.

### Step Two:

If the grievance is not settled at the first step, the grievant or the P R & R Representative from the F.O.P. may make written request for a second step meeting within ten (10) 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 other time as is mutually agreeable. Said second step meeting shall be between the Township Manager and the Chief with the F.O.P. representative. The Township Manager's answer to the second step shall be delivered to the F.O.P. within ten (10) calendar days after the meeting.

## Article IV

### Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may within ten (10) calendar days notify the Township Council that he wishes to have them rule on the aggrieved matter. A meeting shall be set within fifteen (15) days after the Township Council has had an opportunity to review the matter. At such meeting, the aggrieved may appear with a representative 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.

### 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, all members of the Department are subject to recall unless they are on sick leave.

B. Policemen who work overtime that has been approved in advance by the Police Chief, or his designee, shall receive monetary compensation at the rate of time and one-half or equal compensatory time for all such time worked based upon mutual consent of both parties.

C. Policemen 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 pay for all such hours based upon mutual consent of both parties.

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

ARTICLE VI

Holidays:

A. The following holidays shall be recognized for all Sergeants.

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

B. In addition, Easter Sunday shall be recognized as an official holiday for all Sergeants.

C. Current practices to provide compensatory time with reference to holidays shall be continued for the lifetime of this agreement.

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

## 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; twelve (12) working days' vacation thereafter up to five (5) years of service; fifteen (15) working days' vacation after the completion of five (5) years and up to fifteen (15) years of service; twenty (20) 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 only with the exception of vacation days disallowed because of the pressure of work.

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 employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. 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 and fifteen (15) days in every calendar year thereafter.

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 not be reimbursed for accrued sick leave at the time of termination of his employment. Upon ter-

Article VIII:

mination, the Township shall certify to the Department of Civil service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

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 supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive 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 has been 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.

Article VIII

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.

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

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

4. 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 of other employees.

## ARTICLE IX

### Hospitalization and Insurance:

A. The Township shall continue to provide enrollment in the Public Employee's Health Benefits Program of New Jersey for all permanent employees who have been on the payroll for three (3) months, at the beginning of the fourth month of employment or as soon thereafter as possible under the provisions of the plan.

B. Enrollment in the Public Employees' Health Benefits Program of New Jersey will be continued by the Township for all employees who retire after 25 years of service or receive a disability retirement. This extension shall be in accordance with the rules and regulations of the New Jersey State Health Benefits Program.

C. The Township will also provide a \$5,000 group life insurance policy for each member of the Department.

D. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially 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.

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:

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 life of this Agreement a salary increment plan for educational requirements adopted on August 27, 1968.

C. In addition to tuition advancements, the Township will provide up to 75% of the cost for course related books. The Township's contribution shall not exceed 75% of these costs less any financial aid available to the employees. Payment for 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 nature of the schooling. Costs connected with such training shall be provided by the Township.

ARTICLE XII

Salary Guide:

A. The following salary guide shall be in effect for Sergeants during the life of this agreement:

SERGEANTS

	<u>January 1, 1974</u>	<u>January 1, 1975</u>
Starting	\$ 11,550	\$ 12,200
Step I	12,050	12,700
Step II	12,600	13,300
Step III	13,600	14,350

B. A salary increment will be provided to individuals promoted to the position of Sergeant according to salary rates provided by the Salary Guide for Sergeants, but in no event less than \$300.00. Such promotion shall not adversely affect calculation of longevity benefits in accordance with Article XIV.

C. In addition to the salary guide noted above, for 1975, the Township will provide a cost of living increase, not to exceed 5%, to be determined by the Bureau of Labor Statistics, New Jersey Department of Labor and Industry. Current cost of living increase data will be obtained no later than November 1, 1974 and projected for the period of time remaining to calculate the cost of living increase for the entire year.

ARTICLE XII-A

Detective Increment:

A. A Sergeant who serves as a full time, permanent detective shall receive additional compensation in the amount of \$350. in addition to the salary noted in Article XII for the life of this Agreement.

ARTICLE XIII

Uniform Allowance

The Township agrees to provide an annual uniform allowance not to exceed \$250. per man which will be available to the individual employee to assure that he has proper uniform items at all times. The Township in addition will certify in November of each year the vendors who shall be certified to provide specified uniform items to the Township upon certification by the Township. It will be the individual responsibility of each employee to purchase such uniform requirements as he might personally need with the \$250. allowance. 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 within a reasonable period of time.

ARTICLE XIV

Longevity:

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

1. After any Sergeant reaches the top step in the pay plan increment schedule, he shall be eligible to receive a longevity salary increment in the amount of 5% of his base salary after service in the top step for three consecutive years and provided that additional 5% increments be received after each three years of service thereafter to a maximum of 20%.

## ARTICLE XV

### Separability and Savings:

A. The Township and the Lodge recognize the applicability of Presidential Executive Order 11615 signed by President Nixon on August 15, 1971, establishing a 90-day freeze on prices, rents, wages, and salaries as well as subsequent orders and directives relating to permissible increases in the aforementioned areas at the conclusion of the freeze period. The parties agree to abide fully by the provisions of the aforementioned Presidential Executive Order and other applicable present or future Executive Orders or Legislation and that in the event any or all the salary increases for 1973 or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

B. 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.

C. The following provisions shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

ARTICLE XVI

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 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVII

Term and Renewal:

This Agreement shall be in full force and effect as of January 1, 1974 and shall remain in effect to and including December 31, 1975 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing at least eighty (80) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. The Lodge shall submit a copy of its entire proposal to the Township by October 20, 1975.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Sparta, New Jersey, on this <sup>VI</sup> day of 1973.

F.O.P. SPARTAN LODGE #26

BY: Pat E. Finkle

ATTEST:

Pat Nicholas

TOWNSHIP OF SPARTA, SUSSEX COUNTY NEW JERSEY

BY: William F. [Signature]

ATTEST:

Theresa B. Sisco