

Tyann Acevedo - Fwd: OPRA request - Dispatcher Salary Step Guide

From: Roxanne Landy
To: Tyann Acevedo
Date: 10/1/2024 9:19 AM
Subject: Fwd: OPRA request - Dispatcher Salary Step Guide

CONFIDENTIALITY NOTICE: This electronic message contains information from the Township of Sparta, New Jersey. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient or a person/firm responsible for delivering it, you are hereby notified that any disclosure, copying, distribution, or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving it in any manner. Thank you.

>>> anonymous <opra+request-67354-54840bab@requests.opramachine.com> 10/1/2024 1:31 AM >>>

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

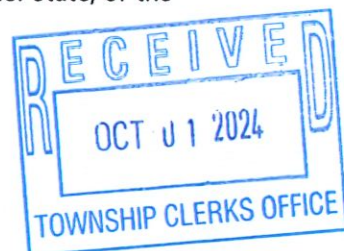
Salary Range for PST (Police Dispatcher) minimum to maximum range, yearly increases, or copy of Contract the personnel fall under. Total number of hired personnel and their titles and seniority.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

anonymous

anonymous



*546/10th
Finance*

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
 opra+request-67354-54840bab@requests.opramachine.com

Is roxanne.landy@spartanj.org the wrong address for OPRA requests to Sparta Township? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=sparta_township

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/dispatcher_salary_step_guide_2

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records. For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

Full Time

Name	Date of Hire
Scott Sorensen	1/9/1995
Paulette Willey	10/5/2002
Jenn Naughton	10/6/2005
Dan Koteras	10/31/2005
Tom McIntyre	2/8/2017
Cliff Cernek	2/15/2017
Christine Brossman	8/1/2016
Sharon Ricci	6/3/2018
Scott Theobald	4/1/2022
Kendall Dericks	1/1/2024

clerk's
copy

RESOLUTION OF THE TOWNSHIP OF SPARTA

Sussex County, New Jersey

No. 23-98

Date of Adoption: 5/9/2023

Title or Subject:

9-9 Resolution of the Township of Sparta Approving the Collective Bargaining Agreement the Merchandise Drivers Local 641, International Brotherhood of Teamsters and the Township of Sparta (Dispatchers)

Introduced by: Councilman Blumetti

Seconded by: Mayor Chiariello

WHEREAS, the Sparta Township Council has negotiated a Collective Bargaining Agreement ("Agreement") with the Merchandise Drivers Local 641, International Brotherhood of Teamsters (Dispatchers) for the term of January 1, 2022 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Sparta Township Council that the Agreement between the Township of Sparta and the Merchandise Drivers Local 641, International Brotherhood of Teamsters for the period January 1, 2022 through December 31, 2024 is hereby approved and the Mayor, after final approval of the Interim Township Manager and Township Attorney, is authorized to execute the Agreement on behalf of the Township of Sparta; and

BE IT FURTHER RESOLVED that Resolution No. 22-181 adopted by the Sparta Township Council on December 13, 2022 approving a Memorandum of Understanding between the Township and Local 641, and that Memorandum of Understanding, is hereby rescinded, made void and of no effect.

BE IT FURTHER RESOLVED that this Resolution shall be null and void should the Merchandise Drivers Local 641, International Brotherhood of Teamsters fail to approve this Agreement and have it executed by a duly authorized representative.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

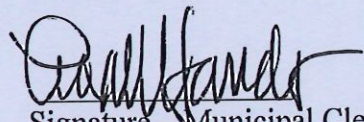
A copy of this Resolution shall be placed on file with the Clerk of the Township.

If any section, subsection, sentence, clause or phrase in this resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Resolution.

RECORD VOTE OF COUNCIL ON FINAL PASSAGE									
COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
BLUMETTI	X				HERTZBERG	X			
CHIARIELLO	X				QUINN	X			
CLARK	X								

I, Roxanne Landy, Municipal Clerk, do hereby certify that the foregoing resolution was adopted at the Regular meeting of the Council held on May 9, 2023

May 10, 2023
Date


Signature – Municipal Clerk

AGREEMENT

BETWEEN

TOWNSHIP OF SPARTA

AND

MERCHANDISE DRIVERS LOCAL 641, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

INDEX

PREAMBLE	3
RECOGNITION/ Article I	3
MANAGEMENT RIGHTS/ Article II.....	3
DISPATCHERS RIGHTS/ Article III.....	4
GRIEVANCE PROCEDURES/ Article IV.....	5
HOURS AND OVERTIME/ Article V.....	7
HOLIDAYS/ Article VI.....	9
VACATIONS/ Article VII.....	10
PAID LEAVES OF ABSENCE/ Article VIII.....	11
HOSPITALIZATION AND INSURANCE/ Article IX.....	15
PROFESSIONAL DEVELOPMENT/ Article X.....	18
TRAINING/ Article XI.....	19
SALARY GUIDE/ Article XII.....	19
UNIFORMS PURCHASE MAINTENANCE/ Article XIII.....	20
DEFENSE OF DISPATCHERS/ Article XIV.....	20
SEVERABILITY AND SAVINGS/ Article XV.....	21
FULLY BARGAINED PROVISIONS/ Article XVI.....	21
TERM AND RENEWAL/ Article XVII.....	22

PREAMBLE

This Agreement, dated May 9, 2023, is hereby entered into by and between the TOWNSHIP OF SPARTA ("Township") and the MERCHANDISE DRIVERS LOCAL 641, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union").

The parties, having collectively bargained with each other to reach this Agreement, hereby agree and stipulate that this Agreement shall be effective from January 1, 2022 through December 31, 2024.

ARTICLE I

RECOGNITION

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

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

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reverses 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, including Dispatchers.

2. To hire all employees, including Dispatchers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees, including Dispatchers.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

DISPATCHERS RIGHTS

- A. The Township will not coerce any member of the Dispatchers unit for its participation or activity relating to salary negotiations or unit participation in related areas of the collective bargaining process.
- B. The authorized representative(s) of the Union will be excused from on-duty work time, if necessary, to handle any Step II grievance matter.
- C. In all matters discussed with Township Officials pertaining to this contract, a member of the Union shall have representation of the Union at negotiations and/or at the grievance committee

and may have legal representation present, if they choose.

- D. In administrative investigative matters in which the Township Manager may take disciplinary steps, the individual Union member involved may have representation as stated in Paragraph C., Article III.

ARTICLE IV

GRIEVANCE PROCEDURES

- A. 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.
- B. Nothing herein contained shall be construed as limiting the rights of any member having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without intervention of the Union.
- C. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or related working conditions as may be raised by an individual, the Union, of the Township.

STEPS OF THE GRIEVANCE PROCEDURE

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

Step One

The aggrieved shall institute action under the provisions hereof within ten (10) business 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 Dispatcher and his/her immediate supervisor for

the purpose of resolving the matter informally. Failure to act within the said ten (10) business days shall be deemed to constitute an abandonment of the grievance, unless just cause to the contrary is presented by the aggrieved party. The Chief of Police, or his designee, shall render a written decision within five (5) business days after receipt of the grievance.

Step Two

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

Step Three

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

D. Township Grievances

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

ARTICLE V

HOURS AND OVERTIME

- A. All Dispatchers are required to work on a shift basis on a schedule approved by the Chief of Police and his/her designated representative.
- B. During any assigned shift, Dispatchers shall be entitled to meal breaks and other relief from duties as required by The Fair Labor Standard Act and as authorized by the ranking officer in charge of the shift.
- C. Benefit calculations for all vacation, sick, holiday and personal days shall be based on a twelve (12) hour day. All references to days in the contract shall mean twelve (12) hours for the purposes of time off and compensation. Each Dispatcher will work a total of 2184 hours per year on a schedule assigned by the Chief of Police and his/her designated representative. Work outside of the scheduled 2184 hours will be compensated for as outlined in Article V, Section F. Dispatchers scheduled to work eight (8) hour shifts will be required to work an additional 104 hours per year to receive equivalent compensation as the 12-hour dispatchers.
- D. Emergency Call Out. In times of emergency, as called by the Chief of Police, all Dispatchers are subject to recall unless they are on sick leave. If a Dispatcher is called out by the Chief of Police or his/her designee for a Township emergency, he/she shall be paid for a minimum of three (3) hours worked, which shall be in the form of compensatory time or pay at time and one-half based upon the discretion of the Chief of Police.
- E. Emergency on Call. Dispatchers shall receive a payment of \$10.00 per day/shift on call as assigned by the Chief of Police.
- F. Overtime Pay. All authorized overtime work shall be at the rate of time and one-half for all hours actually worked. Calculation of overtime pay shall be based on a forty (40) hour work week. This reference to a forty (40) hour work week shall apply only to overtime calculation.

To implement the provisions of the Fair Labor Standards Act, the Township agrees that effective April 15, 1985, overtime will be paid for any week a Dispatcher works in excess of 40 hours, not including vacation, sick leave, or other absences from work. This provision shall be voided if changes are made in the Fair Labor Standards Act which in any way exempts the Township from complying with the provisions of the Act. Thereafter, overtime would only be paid for hours worked in excess of the regular shift schedule.

- G. In the event any off-duty Dispatcher receives compensation from any litigants to a civil legal proceeding, such compensation or pay, if any, received by the Dispatcher from the Township for such time spent shall be reimbursed to the Township by the Dispatcher, whichever is less. No compensatory time shall be granted in the event the Dispatcher has been compensated by the litigants to the proceeding.
- H. Dispatchers who are required to appear in court during off-duty hours in connection with job-related cases dealing with criminal or motor vehicle matters shall receive compensatory time in units of four (4) hours or time and one-half for all such hours based upon the discretion of the Chief of Police or his/her designee.
- I. The schedule for the assignment of personnel for the shifts of the Dispatchers shall be prepared by the Chief of Police or his/her 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 Dispatchers, but will not include special assignments such as training, records, etc., which are required and approved by the Chief of Police. This section shall not interfere with the authority of the Chief of Police or his/her designee to assign Dispatchers to other shifts or functions when special circumstances or emergencies occur.
- J. The Chief of Police or his/her designee shall give priority to the regular, full-time Dispatchers

on a seniority basis when assigning overtime duty to fill temporary vacancies due to sickness, vacation schedules or other reasons when such vacancies are known in advance. The Chief of Police or his/her designee may fill the vacancy with any qualified Dispatcher when time or conditions warrant.

ARTICLE VI

HOLIDAYS

A. The following holidays shall be recognized for all Dispatchers:

- | | |
|-------------------------|----------------------------------|
| 1. New Year's Day | 2. Martin Luther King's Birthday |
| 3. President's Birthday | 4. Good Friday |
| 5. Memorial Day | 6. Independence Day |
| 7. Labor Day | 8. Veteran's Day |
| 9. Thanksgiving Day | 10. Day following Thanksgiving |
| 11. Christmas | 12. Easter Sunday |
| 13. ½ Christmas Eve | 14. ½ New Year's Eve |

B. Dispatchers 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/her designee. Personal Days are not cumulative and cannot be carried over to the next year.

C. Holiday pay shall be (i) included with and considered part of the Dispatchers base annual salary for all purposes and (ii) paid with the regular periodic installments of such base salary. In the event that a Dispatcher works on any holidays listed in Paragraph A, he/she shall be paid at the rate of time and one-half for all hours worked on the holiday. Should a Dispatcher be absent from work for an extended period of time, holidays will be prorated on a monthly basis. No holiday adjustment or reductions will be made for a Dispatcher who is absent for a period of less than 120 days.

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

ARTICLE VII

VACATIONS

A. Full-time permanent Dispatchers shall earn vacation on the basis of the following schedule:

1. Up to one (1) year of service, one (1) workday for each month or part thereof.
2. One (1) through five (5) years of service, twelve (12) workdays' vacation during each year of service.
3. Six (6) through ten (10) years of service, seventeen (17) workdays' vacation during each year of service.
4. Eleven (11) through fifteen (15) years of service, twenty (20) workdays' vacation during each year of service.
5. Fifteen (15) plus years of service, twenty-three (23) workdays' vacation during each year of service.

B. Computation of service shall be given for all continuous full-time service or permanent part-time service which a Dispatcher shall have served in an office, position of employment in classified or unclassified service.

C. Period of leave of absence without pay may be deducted from a Dispatcher's total continuous service for purposes of determining the earned service credit for vacation leave.

D. Pursuant to N.J.S.A. 11A:6-3 vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only; except that vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Township until, pursuant to a plan established by the Township and approved by the Civil Service Commission, the leave is used or the employee is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

ARTICLE VIII

PAID LEAVES OF ABSENCE

A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent Dispatchers shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by Dispatchers 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 Dispatcher's immediate family or for the attendance of the Dispatcher upon a member of the immediate family who is seriously ill. Such sick leave shall not include any extended period where the Dispatcher serves as a nurse or housekeepers during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue on the basis on one and one-quarter (1 ¼) working day per month during the remainder of the first calendar year of employment after initial appointment. Sick leave shall be accumulated at the rate of fifteen (15) days per year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Dispatcher's credit from year-to-year to be used if and when needed for such purpose.
3. Any amount of used sick leave which exceeds the amount accrued to a Dispatcher's account at time of separation from the Township will be deducted from the final salary payment.
4. Full-time Dispatchers hired prior to January 1, 2002 shall be reimbursed for accrued sick leave at the time of retirement, death, or resignation in good standing with at least ten (10) years of full-time service with the Township at the rate of 75% percent of his/her accrued sick leave. The maximum limit of accrued sick leave for the purposes of this clause only, shall not exceed one hundred fifty (150) days.

5. Full-time Dispatchers hired after January 1, 2002 shall be reimbursed for accrued sick leave at the time of retirement, death, or resignation in good standing with at least ten (10) years of full-time service with the Township at the rate of 75% percent of his/her accrued sick leave. The maximum limit of accrued sick leave for the purposes of this clause only, shall not exceed one hundred (100) days.
6. For all full-time Dispatchers hired prior to January 1, 2009, reimbursement for accrued sick leave shall be capped at \$20,000. Full-time Dispatchers hired after that date shall be capped at \$15,000.
7. Pursuant to N.J.S.A. 11A:6-19.2, supplemental compensation for unused sick leave shall not be payable to any employee for accumulated unused sick leave in an amount in excess of \$15,000. Supplemental compensation shall be payable only at the time of retirement from a state-administered retirement system based on the leave credited on the date of retirement. This provision shall only apply to employees who commenced service with the Township on or after the effective date of N.J.S.A. 11A:6-19.2, which is May 21, 2010. For employees hired on or before May 20, 2010 the current contract language shall apply.
8. The Township shall maintain the Dispatcher's accumulated sick leave total which shall be made a part of the Dispatcher's permanent record for use by the employee as may be needed.
9. Dispatchers who plan on retiring must provide the Township Manager a written notice twelve months in advance of their intended retirement date so that adequate provisions can be made in the subsequent budget to fund their retirement benefits from the Township. If a Dispatcher fails to provide the twelve-month notice, the Township reserves the right to prorate all or a portion of the payments into the following yearly budget.
10. The practice of issuing a retirement Agreement (or separation Agreement) for retiring employees shall be discontinued.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If a Dispatcher is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the Dispatcher's usual reporting time, except in those work situations where notice must be made prior to the Dispatcher's starting time.
 - a. Failure to so notify his/her supervisor may be cause of denial of the use of the sick leave for that absence and constitutes cause of disciplinary action.
 - b. Absence without notice to the Chief of Police or his/her designee for three (3) consecutive work days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. A Dispatcher who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness to the Chief of Police or his/her designee.
2. A Dispatcher who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days shall submit acceptable medical evidence for any additional sick leave that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
3. The Township may require proof of illness of a Dispatcher 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 a Dispatcher who has been absent because of personal illness,

as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the Dispatcher is capable of performing his/her normal duties and that his/her return will not jeopardize the health and/or welfare of other employees, including Dispatchers.

E. DISABILITY LEAVE

1. A Dispatcher who is disabled because of an occupational injury or disease may, on the approval of the Manager, be granted a leave of absence with full pay, with reduced pay or with full pay for a certain period of time and reduced pay thereafter, contingent upon the availability of funds legally usable for this purpose. Such leave shall not be granted beyond one year from the date of injury or illness.
2. In lieu of the provisions stated above, Dispatchers may elect to use their accumulated sick leave.
3. Any amount of salary or wages paid or payable to a Dispatcher for disability leave or sick leave shall be reduced by the amount of workmen's compensation awarded under the New Jersey Workmen's Compensation Act for temporary disability; or a commercial insurance carrier employed by the Township. New Jersey Compensation Act, N.J.S.A. 34:15-14, a compensation entitlement, limits payments to the first seven (7) days of disability. In those instances where the disability endures for at least eight (8) days or more any accrued personal sick time would be credited back to the employee upon reaching the cumulative number of sick day absences in a calendar year.
4. The Dispatcher shall furnish reasonable proof relating to the injury or illness and the continued disability.

F. FUNERAL LEAVE

1. Dispatchers are granted leave with pay for the death of a member of his or her immediate

family. Immediate family means a Dispatcher's spouse, child, father, mother, brother, sister, father-in-law or mother-in-law. Time is granted from date of death to date of burial/cremation inclusive.

2. In the event of the date of a Dispatcher's grandfather, grandmother, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the Dispatcher will be excused on the date of the burial/cremation without charge to leave or loss of pay.

G. JURY DUTY

When a Dispatcher is required to serve jury duty, he/she shall be paid his/her regular rate of pay upon presentation of proper evidence of jury service and shall be required to turn in jury pay to the Township within two (2) business days of receipt.

ARTICLE IX

HOSPITALIZATION AND INSURANCE

- A. The Township shall provide hospitalization and major medical coverage under the plan equal to or better than the existing plan as currently offered by the North Jersey Municipal Employee Benefits Fund (NJMEBF). In addition, during insurance open enrollment periods, Dispatchers 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 Dispatchers and their eligible dependents.

1. The co-pay provisions for prescription generic drugs is \$5.00 and for prescription brand name drugs is \$20.00. The deductible for out-of-pocket prescription reimbursement will be \$275 with a maximum reimbursement of \$600 annually. If an employee of the unit has a catastrophic illness, defined as not being covered by insurance benefits and being a condition or drug for a severe/life threatening event, they may appeal to the Manager for waiver of the cap where they have incurred \$1,500 or more in out-of-pocket prescription

expenses.

2. The office visit co-pay required under the plan shall be \$15.00 per visit.

3. The Health Insurance deductible is \$200 per individual and \$400 per family or the deductible associated with any alternate health insurance plan selected.

B. The parties acknowledge that they are bound by Chapter 78, Laws of the State of New Jersey.

C. Cafeteria plan options may be available as approved by the Township. The choice of plan will be made by the employee.

D. All full-time Dispatchers shall be eligible to be enrolled in the Township health benefits program no later than the third month following his/her appointment date upon successful completion of their probationary period.

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

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

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

In addition –

Orthodontic Service	100%
---------------------	------

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

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

G. The Township shall provide reimbursement to each Dispatcher, upon proper verification, of \$35 for an eye exam, \$40 for single vision glasses/contact lenses and \$45 for bifocals. Eye

examinations must be performed and eye glasses must be purchased from duly licensed professionals in the field.

- H. The Township will provide regular health care insurance, major medical insurance and prescription drug insurance coverage for all full-time Dispatchers, and their families, and where said Dispatcher retires with twenty-five (25) years of continuous service with the Township, as permitted under State and Federal Law. For their health insurance, retiree Dispatchers shall pay the employee insurance contribution percentage equal to the amount they had paid when they were last employed by the Township; except this requirement for retiree health insurance contributions, in accordance with Chapter 78 of the Laws of the State of New Jersey, does not apply to employees that had 20 years or more of service in a State of Local retirement system as of the effective date (of c.78) and meet the eligibility requirements pursuant to N.J.S.A. 40A:10-23 (i.e., 62/15 or 25 years) (B3). The Township shall provide retiree Dispatchers the above referenced health insurance coverage until the employee is eligible for Medicare insurance coverage, at which time the Township will provide a Medicare supplemental insurance policy. Upon death of the retired Dispatcher, insurance, at a single rate, coverage will be continued until the death of his/her spouse, remarriage, receipt of the other coverage is obtained or said spouse becomes Medicare eligible. If the employee or retiree fails to notify the Township of other health insurance coverage within thirty (30) days of obtaining same the employee, retiree, or surviving spouse shall be responsible for repayment to the Township of any premium costs incurred while alternate/additional health insurance coverage was in place.
- 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 Union shall be consulted for its recommendations; however, final determination of any such changes will rest with the Township.

ARTICLE X

PROFESSIONAL DEVELOPMENT

The Township will advance and pay 50% of the tuition costs incurred by full-time Dispatchers who enroll in accredited college level courses in Criminal Justice, Political Science, Computer Science, Sociology, and Psychology at the Associates or Bachelor's degree level, which are approved for such payment by the Township Manager. The Township shall not pay tuition costs incurred for course work beyond a Bachelor's degree. The Township's contribution for undergraduate courses shall not exceed 50% of the net tuition costs to the Dispatchers less any scholarship or other financial aid available to the Dispatchers. The Dispatcher shall submit a copy of his/her grade report to the Chief of Police or his/her designee upon completion of each course and/or immediately notify the Chief of Police or his/her designee if he/she withdraws or fails to complete a course for which the Township has advanced tuition costs. The advances so made shall be repaid by the Dispatcher in the event he/she does not complete the course with a minimum grade of "C".

The Township shall not pay for any fees associated with graduation.

- A. The Township shall pay an education increment to Dispatchers who receive degrees as follows, provided the degree is from an accredited college in the State of New Jersey:

TABLE 1

DEGREE EARNED AFTER DATE OF HIRE

\$1,000 Associate's Degree

\$2,000 Bachelor's Degree

TABLE 2

DEGREE EARNED BEFORE DATE OF HIRE

\$500 Associate's Degree

\$1,000 Bachelor's Degree

A degree in any field that was earned prior to the Dispatcher's date of hire will receive the increment outlined in Table 2. A degree that is earned after the Dispatcher's date of hire in the field of Criminal Justice, Political Science, Public Administration, Computer Science, Sociology or Psychology will receive the increment outlined in Table 1. Dispatchers must begin work on their degree, once approved, within ten (10) years of their date of hire.

- C. Dispatchers shall be reimbursed only for mandatory training approved by the Chief of Police and Township Manager. A Dispatcher shall be reimbursed at the current IRS rate 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.

ARTICLE XI

TRAINING

Training shall be provided by the employer to Dispatchers covered by this Agreement on an as-needed basis as determined by the Chief of Police or his/her designee.

ARTICLE XII

SALARY

- A. Salaries of all Dispatchers covered by this Agreement shall be as provided herein.

- B. The following salary guide shall apply to Dispatchers:

Step 1	\$45,000.00
Step 2	\$48,500.00
Step 3	\$52,000.00
Step 4	\$55,500.00
Step 5	\$59,000.00
Step 6	\$62,500.00
Step 7	\$66,000.00
Step 8	\$69,500.00
Step 9	\$73,000.00
Step 10	\$76,500.00
Step 11	\$80,000.00

Step 12	\$83,500.00
Step 13	\$87,000.00

C. Compensation for Dispatchers shall be calculated as follows:

2022– 2% Increase
 2023– 2% Increase
 2024 – 2% Increase

D. The Training Officer Position title and stipend shall be eliminated. The Township has transferred the duties previously performed to another Dispatcher(s). The stipend (\$1,000) previously paid to the Communications Center Manager will be reduced by \$500 and added to the Scheduling Officer (\$2,000); and the TAC Officer (\$1,500).

E. Movement from one increment to another shall be based on merit review upon evaluations which are approved and authorized by the Township Manager. Movement from pay increments shall not be granted automatically. Upon approval of the Township Manager, movement to the next step will occur on the Dispatcher’s date of hire anniversary.

F. The practice of issuing a retirement agreement or separation agreement for retiring Dispatchers shall be discontinued.

ARTICLE XIII

UNIFORMS PURCHASE MAINTENANCE

The following uniform articles will be provided by the Township upon the initial hiring of a Dispatcher: Six (6) long sleeve shirts, six (6) short sleeve shirts and four (4) pair trousers. The Township will provide each Dispatcher with a \$500 allowance annually to be used for the replacement and maintenance of the Dispatcher uniform. No allowance will be paid for the first year of service.

ARTICLE XIV

DEFENSE OF DISPATCHERS

Whenever a Dispatcher covered by this Agreement is a defendant in any action of legal

proceeding arising out of or incidental to the performance of the Dispatcher's duties, the Township of Sparta shall provide said Dispatcher with the necessary means for the defense of such action or proceeding, but not for the Dispatcher's defense in a criminal or disciplinary proceeding instituted as a result of a complaint on behalf of the Township of Sparta. If any such disciplinary or criminal proceeding instituted by or on behalf of the Township of Sparta shall be dismissed or finally determined in favor of the Dispatcher, the Dispatcher shall be reimbursed for the expense of the Dispatcher's defense in accordance with the Township's legal defense policy and provisions of law.

ARTICLE XV

SEVERABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any Dispatcher or group of Dispatchers 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 XVI

FULLY BARGAINED PROVISIONS

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

ARTICLE XVII

TERM AND RENEWAL

This Agreement shall be in full force and effect January 1, 2022 and shall remain in effect to and including December 31, 2024 without any reopening date. All terms of this Agreement shall be retroactive to January 1, 2022. This Agreement shall continue in full force and effect from year-to-year thereafter until a new contract is agreed upon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9 day of May, 2023.

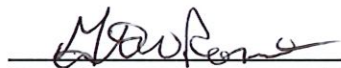


Roxanne Landy, RMC
Municipal Clerk

TOWNSHIP OF SPARTA



Daniel Chiariello, Mayor



Grant Rome, Interim Township Manager

WITNESS

MERCHANDISE DRIVERS LOCAL 641,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

