

AGREEMENT

BETWEEN

TOWNSHIP OF SPRINGFIELD

AND

SPRINGFIELD SUPERIOR OFFICERS ASSOCIATION

PBA LOCAL 76A

JANUARY 1, 2015 THROUGH DECEMBER 31, 2019



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AGREEMENT

THIS AGREEMENT, made this ____ day of November, 2015 between **THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SPRINGFIELD**, hereinafter referred to as the "Township" or Employer" and **SPRINGFIELD SUPERIOR OFFICERS ASSOCIATION PBA LOCAL NO. 76A**, hereinafter referred to as the "SOA" or "Association".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the SOA as follows:



WK

ARTICLE I
RECOGNITION

The Employer hereby recognizes the aforementioned SOA as the exclusive representative for all its Sergeants and Lieutenants in its Police Department in Springfield, New Jersey, but excluding the Chief of Police, Deputy Chief, Police Captains and all other employees.

The members of the SOA are hereinafter referred to as employees, Police Officers or members.



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ARTICLE II

MANAGEMENT RIGHTS

The SOA recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

The Township hereby retains and reserves unto itself, all powers, rights, authority prerogatives, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey and of the United States , including , but without limited the generality of the foregoing , the following rights:

1. The executive management and administrative control of the Township and its properties and the facilities and activities of its employees by utilizing personnel, methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct to introduce and use new and improved methods and to determine work schedules to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee.

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5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient and non-productive or for other legitimate reasons.

6. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Township.

Nothing contained herein shall be construed to deny or restrict the Township of any of its rights, responsibilities and authority under any relevant statutes, regulations, and /or with the laws of the State of New Jersey and United States.

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ARTICLE III
GRIEVANCE PROCEDURE

SECTION 1

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1: An officer with a grievance shall first discuss it with the immediate supervisor either directly or through the SOA designated representative for the purpose of resolving the matter informally. The immediate supervisor shall respond to the aggrieved party in writing within five (5) working days and direct a copy of the answer to the Captain or his designee

Step 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, the aggrieved party may file a written grievance with the Chief of Police or, in his/her absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within (5) working days after the filing of the written grievance between the Chief of Police or his/her designated representative. A written decision shall be rendered within five (5) working days after the holding of such meeting.

Step 3: If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the SOA by its designated representative to the Administrator and/or the Administration Sub-Committee of the Township Committee or its designee. The meeting between the Administration Sub-Committee of the Township Committee or its designee and the SOA shall take place within ten (10) working days

Wk


of the date the grievance is forwarded to the Administration Sub-Committee or its designee, unless a later date is agreed to by the parties. If the meeting is not held within ten (10) working days or if no later date is set, the SOA may proceed to Step 4. The Township Administrator shall render a written decision within fifteen (15) working days of the date of the meeting.

Step 4: If the SOA is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance at Step 3, the matter may be referred to arbitration by the SOA only.

SECTION 2

The time limit specified in the Grievance Procedure shall be construed as maximum. However, this may be extended upon mutual agreement between the parties.

SECTION 3

A grievance must be presented at Step 1 within fifteen (15) working days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

SECTION 4

Any grievance involving the interpretation or application of this Agreement, not settled by the grievance procedure as herein provided, shall be referred to an arbitrator as hereinafter provided.

Within fifteen (15) working days of receipt of the Answer given in Step 4, the SOA may request the Public Employment Relations Commission (hereinafter referred to as "PERC") to appoint an arbitrator to hear the dispute in the manner set forth by the rules of PERC.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the



authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement.
The decision of the arbitrator shall be final and binding upon the parties.

The cost of the services of the arbitrator shall be borne equally by the Township and the SOA. Any other expenses, included, but not limited to presentation of witnesses, shall be paid for by the party incurring same.

ARTICLE IV

SALARIES

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SECTION 1

Effective January 1st each year designated herein the salary schedule for all officers recognized as being represented by the SOA shall be as set forth below:

SCHEDULE A POLICE
SOA BASE SALARIES EXCLUSIVE OF LONGEVITY + COLLEGE STIPENDS
EFFECTIVE JANUARY 1ST

	2014	2015	2016	2017	2018	2019
Sergeants	\$118,780.00	\$121,368.00	\$124,001.00	\$126,680.00	\$129,152.00	\$131,667.00
Sergeants assigned to Detective Bureau	\$122,484.00	\$123,268.00	\$125,901.00	\$128,580.00	\$131,052.00	\$133,567.00
Lieutenant	\$122,143.00	\$128,500.00	\$131,258.00	\$134,064.00	\$136,665.00	\$139,311.00
Lieutenant assigned to Detective Bureau	\$126,618.00	\$130,400.00	\$133,158.00	\$135,964.00	\$138,565.00	\$141,211.00

Base salary Sergeant at 12/31/2014	\$118,780.00					
Base salary Sergeant at December 31st prior			\$121,368.00	\$124,001.00	\$126,680.00	\$129,152.00
01/01/2015 1st responder stipend increase		\$500.00	\$500.00	\$500.00	\$250.00	\$250.00
Cola increase @ 1.75%		\$2,087.40	\$2,132.69	\$2,178.77	\$2,221.27	\$2,264.54
Rounding		\$0.60	\$0.31	\$0.23	\$0.73	\$0.46
Base salary Sergeant at 1st day of year adjusted for cola+1st responder		\$121,368.00	\$124,001.00	\$126,680.00	\$129,152.00	\$131,667.00
Base salary Lieutenant at 12/31/2014	\$122,143.00					
Base salary Lieutenant at December 31st prior			\$128,500.00	\$131,258.00	\$134,064.00	\$136,665.00
01/01/2015 1st responder stipend increase		\$500.00	\$500.00	\$500.00	\$250.00	\$250.00
increase per negotiations		\$5,857.00				
Cola increase			\$2,257.50	\$2,305.77	\$2,350.49	\$2,396.01

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Rounding		\$0.50	\$0.23	\$0.51	-\$0.01
Base salary Lieutenant at 1st day of year adjusted for cola+1st responder	\$128,500.00	\$131,258.00	\$134,064.00	\$136,665.00	\$139,311.00

**ARTICLE V
LONGEVITY**



SECITON 1

For all members hired before 12/16/1998, in addition to the salaries for Officers set forth in Article IV of this Agreement, a longevity payment shall be made as hereinafter fixed and determined. Such longevity pay is to be considered as additional compensation based upon length of service of covered employees as part of their base pay in accordance with the following schedule:

5 years	2%
9 years	4%
13 years	6%
17 years	8%
19 years	10%
20 years	11%
21 years	12%

*Note: Any covered employee who as of December 16, 1998 has a longevity increment greater than 12% shall be grandfathered at the increment on said date.

B. All employees hired after December 16, 1998 but before 1/1/2004 shall be paid a longevity increment based upon length of service of said officer in accordance with the following schedule:

YEARS OF SERVICE	PERCENTAGE
5 years	2%
10 years	4%
15 years	6%
20 years and thereafter	8%

C. Employees hired on or after January 1, 2004 shall not be eligible for longevity.

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SECTION 2

All periods of employment shall be computed from January 1 of the year of taking office, appointment or employment unless the said date was subsequent to June 30th, in which case the calculation shall be computed from January 1st of the year following. In the event of retirement or death, the Employee or his estate shall receive his earned longevity pay.

ARTICLE VI

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RETENTION OF BENEFITS

The parties recognize that it is impossible to include into this Agreement all benefits currently enjoyed by the members of the Association. The Township, however, agrees to continue only those benefits that are well known, long-standing and uniformly applied to all employees.

ARTICLE VII

LEGAL AID

Section 1.

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DMA

The Employer will provide legal aid to all members covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This aid shall not be applicable to any disciplinary or criminal proceedings instituted against the employees by the Employer or any law enforcement agency, except as mandated by statutes or other applicable law.

Section 2.

The employees shall be allowed to select an attorney of their choice provided the attorney accepts the hourly rate that the Township pays to its attorneys under the same circumstances. If the matter is covered by the Township's insurance policy, the attorney selected by the officer must be approved by the Township's insurance carrier.

ARTICLE VIII

DISCRIMINATION OR COERCION

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There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the SOA shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE IX
SAVINGS CLAUSE



In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall re-negotiate any such invalidated provisions.

ARTICLE X

PROFESSIONAL GROWTH OF POLICE

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SECTION 1

Employees of the Police Department who are currently matriculated in a recognized college program will be paid by the Township additional salary in the amount of \$13.00 per credit provided the education is approved by the Chief of Police with a minimum of thirty (30) credits. This payment shall be made part of the Officer's regular pay upon proper certification of successful completion of the courses according to the following formula:

\$390.00 per annum for 30 credits

\$520.00 per annum for 40 credits

\$650.00 per annum for 50 credits

\$780.00 per annum for 60 credits

\$910.00 per annum for 68 credits

or an Associate Degree, whichever is lesser.

It is understood that an Officer must attain a minimum of thirty (30) credits prior to the first payment and that he must attain an additional ten (10) credits for each step as set forth above.

It is further understood that an employee must attain a Grade of "C" or better or a "pass" if the course is pass/fail, to qualify for a credit and that these courses must be accredited.

Notwithstanding anything to the contrary set forth above, every Officer who attains a Bachelor's Degree from a recognized college or university in an accredited course of study approved by the Chief of Police, shall be paid additional salary in the sum of Two Hundred Thirty (\$230.00) Dollars in addition to the payment for credits set forth in the foregoing paragraphs.

Notwithstanding the foregoing, all officers hired on or after July 1, 2008, shall not receive payment for credits and degrees obtained prior to becoming employed by the Township if the credits or degree do not relate to Public Administration or Criminal Justice as well as the credits and/or degree have been approved by the Chief of Police.



SECTION 2

The additional remuneration noted in Section 1 above shall only be payable by the Township upon proper certification of successful completion of the course.

SECTION 3

The course catalog for the Union County Police Academy ("UCPA") will be made available to all personnel. Additional training notices from the UCPA, as well as other police academies and/or schools, will be forwarded to the Captain and all Lieutenants for their review and determination of what training would be relevant to the needs of the Police Department of the Township.

Opportunity to attend training/school will be afforded to each Police Officer. As between multiple applicants, the decision as to who will attend will be made by the Captain and Lieutenants, giving preference where possible to those who have most recently applied and been denied.

SECTION 4

Any Police Officer who intends to attend school for the purpose of obtaining a degree in Public Administration or Criminal Justice degree, should make their intention known to the Police Chief no later than August 1st of the year prior to the school year, along with an estimated cost of tuition and book expenses. Any such officer, who may also be applying for and/or receiving military educational benefits, or any other type of financial assistance for his/her education, are to make this information known to the Chief of Police when making known their intention to attend schooling. The Township will allocate \$15,000.00 per year to be used for tuition and book reimbursement only. The reimbursement will be less any other educational assistance that the officer may receive. Tuition reimbursement shall be equalized each year amongst the officers who properly submit a request for reimbursement. Per credit reimbursement shall be limited to the NJ



resident part-time tuition per credit cost for Rutgers University. The \$15,000.00 allocation shall apply to both the PBA and SOA bargaining units combined. Reimbursement shall only be made for those courses/books that are required for a Public Administration degree or Criminal Justice degree, and that have been approved, in writing, by the Chief of Police. Textbooks purchased pursuant to this provision will be maintained, after completion of use, in the Police Department Library. Members will be paid/reimbursed the cost of their tuition and books, in accordance with the above allocation, upon successful completion of each semester.

It is agreed and understood amongst all parties that the maximum amount to be paid in any calendar year for members of the SOA and PBA shall never exceed \$15,000.00, and the Township is not obligated to reimburse any member until he/she supplies proof of payment in the form of check, credit card, debit card or electronic disbursement from the member's financial institution.

ARTICLE XI
INSURANCE

SECTION 1

Effective 1/1/2016 prescription co-pays for all members shall be:

\$3.00 Generic

\$25.00 Brand Name

\$44.00 Formulary

Effective 1/1/ 2016 mail order prescription co-pays for all members shall be:

\$5.00 Generic – 90 Day Supply



\$15.00 Brand Name – 90 Day Supply

The Township shall provide, at no cost to the member and member's spouse and member's dependents, the following:

- Major medical insurance. The current carriers for major medical insurance can be located in the State Health Benefit Program. The member is free to choose any carrier.
- Prescription insurance. The current carrier for prescription insurance is Benecard Insurance.
- Vision insurance. The current carrier for vision insurance is National Vision Administrators.
- Dental insurance. The current carrier for dental insurance is Delta Dental.

The Township of Springfield reserves the right to select the insurance carrier(s). The Township of Springfield may change carriers at any time during the term of this Agreement so long as the benefits provided are equal to or better.

All members shall contribute towards health benefits pursuant to State law.

Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage. The employee must provide the Township with written notice of their intent prior to the commencement of the 12-month period that they are surrendering their coverage for 12 consecutive months. In order to qualify for this stipend, the employee will be required to provide proof of other health insurance coverage.

Surrender for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall so be covered unless and until such time as an employee shall affirmatively notify the Township to the contrary. All employees who opt out of the Township's health insurance shall be paid \$5,000.00 or 25% of the cost savings to the



Employer, whichever is less. This payment shall be an annual stipend. Additionally, this stipend shall be prorated where applicable.

Upon retirement of a member hired before 01/01/2015 in good standing and who has successfully completed eighteen (18) years of continuous service with the Township of Springfield and has twenty-five (25) years of credits in a local or state pension system in New Jersey, or upon retirement on a disability, then the member shall be afforded medical coverage for his and/or her life by the Township paying the cost of the premiums for medical coverage limited to: major medical (including prescription), vision care and dental coverage. The medical coverage shall consist of: vision care, dental care and major medical care (including prescription). Any and all plans are subject to limitations such as deductibles, co-pays, reasonable & customary charges for a specific region. The Township of Springfield's liability to any retiree shall never exceed the premium paid to the carrier for providing the coverage. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees, so long as the benefits are equal to or better.

If the retiree is married at time of retirement, the Township of Springfield shall pay the premium for his or her spouse for the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their respective spouses, so long as the benefits are equal to or better. The Township of Springfield's liability to any retiree's spouse shall never exceed the premium paid to the carrier for providing that coverage. If the retiree marries after retirement, the Township shall not afford the retiree's spouse any health benefits coverage. The retiree shall only be afforded single coverage.



If the retiree has children, adopted and/or natural, at the time of retirement, and if the children are deemed to be eligible dependents of retiree, as defined by the retiree's insurance carrier, then the Township of Springfield will pay the premiums for the retiree's children at the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their eligible dependents, so long as the benefits are equal to or better. The Township of Springfield's liability to any retiree's eligible dependents shall never exceed the premium paid to the carrier for providing the coverage. In no event, will coverage be afforded to eligible dependents beyond the age of twenty-six (26). Any individual who is a dependent of an employee and has been determined by federal government or state or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

Certain insurance carriers will require that their participants join Medicare or its equivalent at certain times during the participant's coverage. Any and all current or future stipulations or limitations required by the then Insurance Carrier providing coverage to the retiree and/or spouse and/or children must be adhered to. If lack of compliance with the limitations or stipulations causes a decrease in coverage, then the Township of Springfield shall be held harmless. The retiree must be provided with written notice of any such stipulations prior to them being enforced against the retiree.

The Township of Springfield will reimburse the retiree for his/her share of Medicare premiums which is required by Medicare or its equivalent.

For members hired after 12/31/2014 and have completed 25 consecutive years of service with the Township of Springfield, and who have at least twenty-five (25) years of credits in a local or state pension system in New Jersey or who retires on a disability retirement, upon retirement



the member shall be afforded medical coverage for a period commencing upon retirement to the date when he/she becomes eligible for Medicare by the Township paying the cost of the premiums for medical coverage limited to: major medical (including prescription), vision care and dental coverage. The medical coverage shall consist of: vision care, dental care and major medical care (including prescription). Any and all plans are subject to limitations such as deductibles, co-pays, reasonable & customary charges for a specific region. The Township of Springfield's liability to any retiree shall never exceed the premium paid to the carrier for providing the coverage. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees, so long as the benefits are equal to or better.

If the retiree is married at time of retirement, the Township of Springfield shall pay the premium for his or her spouse for the same levels of coverage mentioned above. The Township of Springfield's liability to any retiree's spouse shall never exceed the premium paid to the carrier for providing the coverage. The Township shall cease paying premiums for the spouse when the spouse first becomes eligible for Medicare. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their respective spouses, so long as the benefits are equal to or better. If the retiree marries after retirement, the Township shall not afford the retiree's spouse any health benefits coverage. The retiree shall only be afforded single coverage.

If the retiree has children, adopted and/or natural, at the time of retirement, and if the children are deemed to be eligible dependents of retiree, as defined by the retiree's insurance carrier, then the Township of Springfield will pay the premiums for the retiree's children at the same levels of coverage mentioned above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their

A handwritten signature in blue ink, appearing to be 'D. M. A.', is located in the bottom right corner of the page.

eligible dependents, so long as the benefits are equal to or better. The Township of Springfield's liability to any retiree's eligible dependents shall never exceed the premium paid to the carrier for providing the coverage. In no event, will coverage be afforded to eligible dependents beyond the age of twenty-six (26). Any individual who is a dependent of an employee and has been determined by federal government or state or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

The Township agrees to provide to the members at least 30 days notice of any change in insurance carrier.

Members who were hired prior to 01/01/2015 shall be entitled to paid leave for reasons of sickness, illness, injury or disability for a period of time not to exceed 365 calendar days.

Members who were hired after 12/31/2014 shall be entitled to paid leave for reasons of sickness, illness, injury or disability for a period of time not to exceed 180 calendar days. Members hired after 12/31/2014 shall be entitled to a lifetime bank for paid sick days of 360 calendar days.

For any illness or disability or injury incurred while not in the line of duty and continuing for a period in excess of 29 calendar days, the member shall complete all documents required by the insurance carrier.

These documents shall provide at a minimum a basis for determining the extent of illness, injury, or disability of the member. Failure to produce all of the necessary documents within 14 days of the date of illness, injury or disability (provided the member is physical and/or mentally capable of completing said documents) may, at the option of the Township, result in the cessation of the biweekly compensation. If the biweekly compensation has ceased due to the member's failure to file the necessary documents, then member's compensation will commence and be retroactive when the member has submitted all of the necessary documents to the insurance carrier.

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In cases of illness, injury forcing or requiring the member to be absent from work for a period in excess of 29 days, the Township preserves the right to send the member for a fitness for duty exam, including all aspects of biological and non biological testing by doctors approved by the Township.

Members agree to communicate all changes in the member's information to the Township within 30 days of the date of change.

The Township shall provide term life insurance for all members having a death benefit of \$15,000.00.

The Township shall pay the premium of health insurance for any spouse of a member who is killed in the line of duty for a period from the date of death of the member until the spouse becomes eligible for Medicare or remarries.

The Township shall pay the premium of health insurance for any legal dependent of a member who is killed in the line of duty for a period from the date of death of the member until the legal dependent reaches the age of 26.



ARTICLE XII

DEVIATION FROM WORK SCHEDULE

The Township agrees that whenever there shall be any required deviation from posted work schedules, reasonable notice shall be provided to the Officer whenever possible, except in case of emergency.



Wx

ARTICLE XIII
CLOTHING ISSUANCE

If any part of any officer's uniform is damaged, other than through the ordinary wear and tear, in the line of duty, the Township shall replace it.



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ARTICLE XIV
OVERTIME

SECTION 1

When an employee is called to duty during his or her off-duty time or when an on-duty employee is required to remain beyond his or her normal tour of duty, such employee shall be compensated for such duty performed by the Township at time and one-half, for all hours worked and subject to the following provisions.

SECTION 2

In the event an employee is recalled to duty, the employee shall be entitled to a minimum of three (3) hours overtime.

Thereafter, the employee shall be paid pursuant to Section 1 above for actual time worked.

SECTION 3

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In the event an employee continues on duty beyond their normal tour of duty, the employee shall be entitled to overtime compensation for a minimum of one (1) hour. Thereafter, he/she shall be paid pursuant to Section 1 of this Article for actual time worked. Employees shall not be paid any overtime in excess of their normal work schedule under this provision unless authorized by the Chief of Police, the shift commander, or in case of an emergency.

SECTION 4

A list of all officers including but not limited to superior officers, shall be established and maintained for all overtime hours worked by all members of the PBA and SOA. Overtime will be assigned based on the lowest number of hours worked by available employees, established by the recorded list. A new list shall be established each year. It is not intended except for an extreme emergency situation, for an employee to work a continuous double tour of duty. Overtime shall be equalized among the members of the bargaining unit. For equalization, all overtime shall be included in the calculation (including Bureaus, Divisions, Court, Etc.).

SECTION 5

The officer assigned as a court attendant shall be taken from the overtime list in section 4 starting with patrol officers and then moving on to supervisors. The duty officer shall be assigned to the officers with the least amount of year to date overtime.

SECTION 6

If an officer is requested to testify in criminal court on their off duty time as a result of their job performance, said officer shall be compensated for said time at time and one half, including travel time. The officer is required to supply a copy of their subpoena and a statement that they did not receive remuneration for said appearance.

SECTION 7



Overtime rates will be calculated at the rate of 1.5 times the actual hourly rate of compensation.

SECTION 8

The hourly rate shall be computed by using the following formula:

Employee's annual pensionable base compensation divided by one-thousand nine-hundred and forty-six hours (1,946). It is understood and agreed that all members of the SOA shall have their overtime rates computed in the same format cited above.

ARTICLE XV

WORKWEEK

A.. 4/4 Work Schedule

SECTION 1

- (A) The Township shall continue a work schedule consisting of four (4) days on followed by four (4) days off, with each shift being ten and three-quarters hour (10.75) in duration. The operational details of this work schedule shall be developed by both the PBA/SOA and designees of the Township. Nothing contained herein is meant to limit management's prerogative to determine appropriate staffing levels for each shift.
- (B) Under the 4/4 work schedule, paid time off shall be converted into hours based upon an eight (8) hour day.



- (C) The parties agree that currently the Detective Bureau and Special Services work a schedule of five (5) consecutive work days on duty, Monday through Friday, and two (2) consecutive days off-duty, Saturday and Sunday. To accommodate the extra hours worked by these officers on the 5/2 schedule each such officer shall receive compensatory time hours equal to the difference in the annual hours worked by these officers and the annual hours worked by those officers on the 4/4 schedule. Notwithstanding, the Chief of Police may alter the 5/2 schedule for the officers who occupy the above positions to either a 4/3 schedule or a 4/4 schedule for the purposes of providing greater efficiency within the department.
- (D) Unless otherwise determined by the 4/4 work schedule developed by the parties, officers may choose their tours of duty in accordance with seniority at least thirty (30) days prior to January 1st, subject to these conditions, when the Chief of Police can deviate from seniority: (a) for assignments requiring special skills or needs, or for good cause, all subject to the grievance procedure; (b) for emergency situations and; (c) to insure a minimum of one officer with at least four (4) years' police service (and at least two (2) years' police service in Springfield) actually present and working on each shift. The new schedule shall be implemented yearly on or about January 1st.
- (E) When working the 4/4 schedule, overtime shall be paid for all work in excess 10.75 hours in a day or on a regular day off (R.D.O) as defined by the established 4/4 work schedule.

SECTION 2

All employees shall receive a paid half-hour for a meal break.

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SECTION 3

Employees may exchange hours, duty and time off with another employee of supervisory rank provided:

(A) It does not provide any additional compensation for either employee and the Township will not be liable to pay any additional compensation to either employee.

(B) The Chief of Police or his designee is notified and approves such change. The Chief of Police or his designee will act promptly on any such request and provide the earlier notice to the interest party.

ARTICLE XVI
VACATIONS

SECTION 1

All employees covered by this Agreement shall receive the following working days vacation with pay annually:

- 1 to 5 years - 16 working days vacation or 128 hours*
- 6 to 10 years - 22 working days vacation or 176 hours*
- 11 to 15 years - 28 working days vacation or 224 hours*
- Over 15 years - 32 working days vacation or 256 hours*

*for those officers who are working the 4/4 work schedule



It is understood and agreed that an employee earns one-twelfth [1/12] of the vacation time listed above for every full month worked and that if an employee leaves the employ of the Township having taken more time than accrued for the year, that the employee's last pay will be reduced for the time owed.

SECTION 2

Fragmentation of working day vacation entitlement shall be at the employee's sole option. Individual days or groups of days may be taken subject only to prior scheduling approval. Approval of vacation working days shall not be unreasonably withheld.

SECTION 3

Fragmentation of vacation entitlement shall only be selected after completion of four (4) day block vacation.

SECTION 4

An Officer may carry over up to four (4) days of vacation from the previous year but not more than the number of days necessary to complete a vacation selection that continues from the preceding year. The amount of hours carried over shall be equal to the hours in the officer's regular work day. This carried over vacation time shall not be used beyond January 4th.

SECTION 5

It is understood and agreed that vacation time will not be earned during periods including but not limited to unpaid suspension or during periods of unpaid non-FMLA leaves of absences.

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ARTICLE XVII

POLICE OFFICER'S BILL OF RIGHTS

Members of the force hold a unique status as police officers in that the nature of their offices and employment involves the exercise of a portion of the police powers of the Municipality.

SECTION 1

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the police force. These questions may require investigations by supervisory officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are adopted:

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- (1) The interrogation of a member of the force shall be at a reasonable hour, the light of all circumstances involved, preferably when the member is on duty;
- (2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complaint is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member is being interrogated as a witness only, he shall be so informed at the initial contact;
- (3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonable necessary;
- (4) With regard to recording the interview, the Township will adhere to the Attorney General Guidelines on Internal Affairs Policies and Procedures (“AG Guidelines”). If the Guidelines are silent on this issue, the party who wants to record the interview shall notify the other party in advance of the interview;
- (5) The member of the force shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein shall be conducted to prevent the investigation officer from informing the member of the possible consequences of their acts;
- (6) If a member of the force is under arrest or is likely to be; that is, if the officer is a suspect of the target of a criminal investigation, they shall be given their rights pursuant to the Constitution of the United States of America and the current Court decisions;

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- (7) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, they shall be afforded an opportunity to consult with counsel or SOA representatives before any further interrogation;
- (8) A targeted Officer shall be notified of the findings and the result of the investigation in writing fifteen (15) of the Chief's final determination of the findings of the investigation;
- (9) When an Officer is involved in a critical incident, they shall immediately be removed from the area or as soon thereafter as possible and they shall not be required to write a report and/or give a statement if they request and receive medical treatment or evaluation until after they are cleared by the treating healthcare professional.

SECTION 2

If a complaint is lodged against a member, be it written or oral, anonymous or otherwise, said member, given a reasonable amount of time, shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. The officer shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officer pertaining to the case.

SECTION 3

No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying their approval.

SECTION 4

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The employee shall acknowledge that he or she has had the opportunity to review any such material or document by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his or her answer shall be reviewed by the Township Committee and attached to the file copy. If a member still objects to a document being placed in their file, they shall have the right to appeal under the grievance procedure covered in this Agreement.

SECTION 5

Although the Township agrees to protect the confidentiality of personnel references, academic credential and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

The Chief of Police shall also establish a strict policy of confidentiality concerning the contents of personnel file. The Township Administrator, the Township Committee and Public Safety Committee shall have access to such information in the personnel files subject to strict confidentiality.

SECTION 6

Each member of the Department shall have their personnel file reviewed with them once annually in the calendar year. This annual review is mandatory and shall only be carried out by the Chief of Police or his designated representative.

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ARTICLE XVIII

EXTRA CONTRACT AGREEMENT

The Township agrees not to enter into any contract or agreement with any member of the Department covered herein that in any way conflicts with the Recognition Clause of this Agreement.



ARTICLE XIX

HOLIDAYS

SECTION 1

The following shall be recognized as paid holidays under this Agreement for the term of this Agreement.

New Year's Day	Labor Day
Floating Holiday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 th (Independence Day)	Christmas Day
Martin Luther King's Birthday	

SECTION 2



In the event a holiday is declared by the President during any one year, members shall be entitled to such holidays in such year only, in addition to those listed above. However, members may elect to either take the day off or to work on that day in the Chief's discretion and receive, therefore, payment for the day worked at the established annual salary rate and in addition thereto, payment for the day off which shall also be established at the annual salary rate.

SECTION 3

Holiday pay shall be part of regular base pay and paid equally in the regular pay cycles of each officer.

ARTICLE XX

PATROL CARS

If reasonably possible, a patrol vehicle shall be provided to the SOA for all funerals of police officers killed in the line of duty in New Jersey. The officer designated to drive the vehicle shall be an off-duty officer.

A handwritten signature in blue ink, appearing to be 'D. M. A.' with a flourish underneath.

ARTICLE XXI
MISCELLANEOUS

SECTION 1: FIREARMS

All members of the Police Department will be trained with firearms two (2) times per years.

SECTION 2: POLICE FUNCTIONS

All Officers who perform police functions when off-duty, statewide, shall receive full backing from the Township.

SECTION 3: ASSESSMENT

All employees who are represented by the SOA but are not members shall be obligated to pay the SOA a fee equal to 85% of the SOA membership dues and assessments. The Township agrees, according to statute, to deduct said fee from wages.

SECTION 4: INDEMNIFICATION

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The SOA agrees that it will indemnify and save harmless the Township against all actions, claims, demands, losses or expenses (including reasonable attorney fees) in any matter resulting from any non-negligent action taken by the Township at the request of the SOA under this Article.

SECTION 5: PREGNANCY DISABILITY

Employees who become pregnant are entitled to continue their employment as long as she is able to perform her duties. Maternity leaves shall begin and end in accordance with the written certification of the employee's physician regarding ability to work.

SECTION 6: PAID FAMILY LEAVE

In addition to any leave entitlements under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, officers shall be allowed to use up to ten (10) vacation days earned pursuant to Article XVI upon the birth, placement or adoption of a child. The use of such time must commence within 90 days of the birth placement or adoption of the child.

Handwritten signature and initials in blue ink, appearing to be 'D.M.A.' with 'we' written below it.

ARTICLE XXII

REPLACEMENT

No full time employee covered by this Agreement shall be replaced by any non-police officer or part-time or other personnel.

No post presently filled by a full-time employee covered by this Agreement shall be covered by any non-police officer or part-time or other personnel.

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ARTICLE XXIII SOA ACTIVITY

SECTION 1

The Township agrees to grant time off, if necessary, to a maximum of two (2) representatives designated by the SOA to attend any State Convention of the Policemen's Benevolent Association. An employee planning to attend such convention(s) shall provide at least two (2) weeks' notice to the Township and shall receive leave for a period inclusive of the duration of the convention(s) and reasonable travel time and to and from the convention.

SECTION 2

Nothing contained herein shall be construed to deny or restrict any employee or the Township's right as they may have under New Jersey Statutes or other applicable laws and regulations.

ARTICLE XXIV

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MILITARY LEAVE

The Township agrees, if it is mandatory for an employee to participate in National Guard or Reserves and such duty requires their attendance at military drills or other military obligation, the Township shall grant necessary time off, without loss of pay, to permit said Employee to fulfill his or her military obligation.

The Township shall not reschedule the employee's day off to conform to the days in which the employee must fulfill his or her military obligation.

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BEREAVEMENT

1) SOA members working a five (5) day, eight (8) hour shift shall be granted bereavement leave with pay not to exceed ten (10) working days or eighty (80) hours. SOA members working the 4/4 schedule shall be granted eight (8) working days or eighty-six (86) hours. The reason for the differential is that if those members working the 4/4 shift were given eighty (80) hours of bereavement time, that would calculate to seven and on half (7.5) working days. The parties agree that such a calculation would make a member report for a half a day during bereavement, is not in the best interest of the Township or SOA members. However, in no way should this paragraph be construed as a concession by the Township to increase bereavement to eighty-six (86) hours for all SOA members. The increase from 80 hours to 86 hours for those members working a 4/4 schedule is for practical application of the bereavement policy based upon the 4/4 schedule. The bereavement period begins with the date of death. This paragraph applies to the death of a spouse or child.

2) In all other circumstances, SOA members working a five (5) day, eight (8) hour shift, shall be granted bereavement leave with pay not to exceed four (4) working days, or thirty two (32) hours. SOA members working the 4/4 schedule shall be granted three (3) working days, or thirty-two and one quarter (32 ¼) hours. The bereavement period begins with the date of death. This paragraph applies to the death of a parent, sister, brother, grandparent, grandchild, mother-in-law or father-in-law.

SOA members must use bereavement days under these paragraphs consecutively. SOA members must use all bereavement time under these paragraphs within twelve (12) days of the date of death.

ARTICLE XXVI



TERMINAL LEAVE

Upon retirement employees with over twenty-five (25) years of service with Springfield shall receive sixty (60) days (480 hours) of terminal leave prior to retirement or may, at their election, convert this leave into a lump sum at the employee's option in two (2) payments within one year of the last date of active service.

Upon retirement employees hired before 01/01/2015, the terminal pay of 480 hours shall be paid to members if they have 18 years of continuous service with the Township of Springfield and at least 25 years of credit in a local or state pension system in New Jersey.

ARTICLE XXVII

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OUTSIDE EMPLOYMENT

All functions in the Township requiring the employment of police officers except municipal and school functions, not intended to generate profit and events which have historically been covered by Emergency Management or Police Auxiliary, such as Junior Olympics, shall be programmed and scheduled through the Chief of Police or his designee using a fair and equitable schedule offering every officer an opportunity to work.

Effective 03/01/2016, the minimum rate of compensation shall be fifty dollars (\$50.00) per hour, \$45.00 per hour before 03/01/2016 for the following non-profit and/or service organizations for which employment of police officers which has utilized in recent history on a regular basis: Saint James Church for security during the fundraising carnival only; Temple Sha'arey Shalom, Temple Beth Ahm Israel and Congregation Israel for security on Holy Days only; fund raising functions held by the Springfield Chamber of Commerce, the Springfield Rotary Club, the Springfield Kiwanis, the Springfield Lions Club, Springfield Knights of Columbus; and functions for the Springfield Board of Education. Except as provided above, the rate of pay for private parties and all other functions held at/or by the above stated organization or religious establishment, shall be sixty dollars (\$60.00) per hour.

The Senior Citizen's traffic post rate shall be forty-five dollars (\$45.00) per hour.

Except as provided above, all outside employment shall be compensated at a rate of sixty dollars (\$60.00) per hour.

In cases of emergency work, where an officer is required without sufficient notice, the emergency rate of pay shall be seventy five dollars (\$75.00) per hour. This rate must be first approved by the Township Committee.

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The SOA shall be consulted by the Chief of Police or his designee concerning all matters in this Article. The rates set forth herein may be changed upon mutual written agreement of the parties.

The requirements of this Article do not apply to the DMV outside employment assignments.

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ARTICLE XXVIII

SEPARATE PAYMENT

Each officer shall receive a check separate his or her "regular" pay for overtime and outside employment payment.

All payroll checks must be made through direct deposit.

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ARTICLE XXIX

SAFETY AND HEALTH

The Employer shall, at all times, maintain working conditions to ensure maximum safety for all employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

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ARTICLE XXX

CIVIL COURT COMPENSATION

Each officer who is subpoenaed to appear and does so appear in civil court on their day off shall receive compensatory time off of no more than eight (8) hours per year. Eight (8) hours of compensatory time is the maximum earnable for each officer under this clause in any calendar year.

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ARTICLE XXXI

DURATION

This Agreement shall become effective as of January 1, 2015 and shall terminate on December 31, 2019. The terms and conditions of this contract shall be continued in full force and effect until such time as a new contract is negotiated and a written agreement is executed between the parties. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement (or as provided by State Law) of the proposed changes and their desire to terminate this Agreement.

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ARTICLE XXXII

COMPENSATORY TIME

It is understood and agreed that all compensatory time may be paid out by the Township at any time for any member.

It is understood and agreed that members assigned to the detective bureau and/or other agencies could earn compensatory time caused by working a schedule other than 4 days on/4 days off. Any and all compensatory time earned by members assigned to the Detective bureau or other agencies must be used by the last day of the year in which it was earned. All unused compensatory time shall be forfeited.

All compensatory time must be documented and approved by the chief of police no later than the 3rd working day of the month following the end of the month. The compensatory time must be communicated to the chief financial officer no later than the 4th working day following the end of the month.

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ARTICLE XXXII

SUSPENSIONS


It is understood and agreed to by all parties that unpaid suspensions for employees and members of the SOA can and will cause loss of time for purposes of retirement eligibility and for purposes of seniority based benefits.

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IN WITNESS WHEREOF, the parties hereto have affixed their signature on
November 24, 2015.

ATTEST

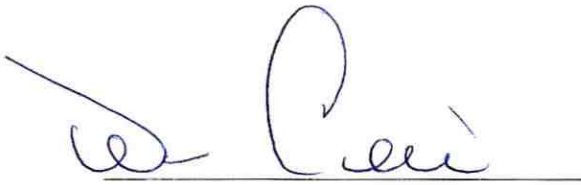
TOWNSHIP OF SPRINGFIELD



Mayor David Barnett

ATTEST:

SPRINGFIELD SUPERIOR
OFFICERS ASSOCIATION



SOA President

Witness