

copy

AGREEMENT
BETWEEN
TOWNSHIP OF SPRINGFIELD
SPRINGFIELD SUPERIOR OFFICERS ASSOCIATION
JANUARY 1, 1997 THROUGH DECEMBER 31, 2000

*LAW OFFICES OF:
RUDERMAN & GLICKMAN
675 Morris Avenue, Suite 100
Springfield, New Jersey 07081*

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement	2
I	Recognition	3
II	Management Rights	4
III	Grievance Procedure	5
IV	Salaries	8
V	Longevity	9
VI	Retention of Benefits	11
VII	Legal Aid	12
VII	Discrimination or Coercion	13
IX	Savings Clause	14
X	Professional Growth of Police	15
XI	Insurance	17
XII	Deviation from Work Schedule	19
XIII	Clothing Issuance and Allowance	20
XIV	Overtime	21
XV	Workweek	24
XVI	Vacations	26
XVII	Policemen's Bill of Rights	27
XVIII	Extra Contract Agreement	30

XIX	Holidays	31
XX	Patrol Cars	32
XXI	Miscellaneous	33
XXII	Replacements	34
XXIII	SOA Activity	35
XXIV	Military Leave	36
XXV	Personnel File	37
XXVI	Bereavement	38
XXVII	Terminal Level	39
XXVII	Outside Employment	40
XXIX	Separate Payment	41
XXX	Safety and Health	42
XXXI	Civil Court Compensation	43
XXXII	Duration	44
Schedule A		46

AGREEMENT

This agreement, made this _____ day of _____ 1999, between the Township Committee of the Township of Springfield, hereinafter referred to as the "Township of Springfield, hereinafter referred to as the "Township" or "Employer" and Springfield Superior Officers Association, 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 premises 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:

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, Captain of Police and all other Employees.

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, power and authority possessed by the Employer prior to signing this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

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 Chief of Police either directly or through the SOA designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative. A decision thereon shall be rendered in writing by the Chief of Police 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 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 Township Administrator. A meeting on the grievance shall be held between the SOA and the Township Administrator at which meeting the parties may be represented. The Township Administrator shall render a written decision within fifteen (15) working days of the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3 or if no written decision has been rendered within 15 working days after the presentation of that grievance at Step 3, the matter may be referred to the Township Committee or the aggrieved party may proceed directly to arbitration. A meeting on the grievance shall be held

between the PBA and the Township Committee at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Township Committee shall render a final written decision within 15 working days of the date of the meeting.

Section 2.

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at Step 1 within fifteen (15) 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 Employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the SOA. When an Employee is not represented by the SOA, the SOA shall have the right to be present and state its views at all stages of the Grievance procedure unless the Employee objects to the presence of a SOA representative in which case the SOA may not be present at any stage of this procedure. However, in the event the SOA is not present after final determination at Step 3, if such determination is made, the SOA will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

Section 5.

Any grievance involving the interpretation or application of this agreement, not settled by the grievance procedures as herein provided, shall be referred to an Arbitrator as hereinafter provided.

Within fifteen (15) days of the receipt of the answer given in Step 3 or 4 the aggrieved party may request the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth by the rules of the Public Employment Relations Commission.

The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved 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 including but not limited to presentation of witnesses, shall be paid for by the party incurring same.

ARTICLE IV

SALARIES

A. Effective January 1 of each year designated herein the salary schedule for all Officers recognized as being represented by the SOA shall be as set forth in Schedule A which is attached hereto and made a part hereof.

B. Effective January 1, 1998, sergeants assigned to perform the work of lieutenants for more than three hours in a shift shall receive lieutenants' pay from the first hour of such assignments.

ARTICLE V

LONGEVITY

Section 1.

In addition to the salaries for Officers set forth in Schedule A 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 said Officer 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 their increment on said date.

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

C.

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

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

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

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

ARTICLE VIII

DISCRIMINATION OR COERCION

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 renegotiate concerning any such invalidated provisions.

ARTICLE X
PROFESSIONAL GROWTH OF POLICE

Section 1.

Members 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 Thirteen (\$13.00) Dollars per credit provided the Officer has attained a minimum of thirty (30) credits. This payment shall be made according to the following formula:

\$390.00 for 30 Credits

\$520.00 for 40 Credits

\$650.00 for 50 Credits

\$780.00 for 60 Credits

\$910.00 for 68 Credits

or an Associate of Arts 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 in order to qualify for a credit and that these courses must be accredited by either the State Law Enforcement Planning Agency or LEEP.

Notwithstanding anything to the contrary set forth above, commencing January 1, 1976 and each year thereafter every Officer who attains a Bachelor's Degree from a recognized college in a course of study accredited by either the state Law Enforcement Planning Agency or LEEP 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.

Section 2.

The additional enumeration noted in Section 1 above shall only be payable by the Township upon proper certification of successful completion of the courses, which enumeration

shall be paid either annually or semiannually at the discretion of the Township Committee, except that, for Sergeants and Lieutenants and above who have attained an Associates or Bachelors degree said payments will be added to base pay that it will be included for pension purposes.

Section 3.

A list of available police schools shall be posted by the Chief of Police or his designee. A committee consisting of the Chief of Police, the Township Administrator and the Training Officer shall select and publish the name of those schools deemed to be relevant to the needs of the Police Department of the Township. No accredited or traditionally acceptable schools shall be eliminated from this list without reason therefore. Opportunity to attend these schools will be afforded each Officer. As between multiple applicants the decision as to who will attend will be made by the above mentioned committee, giving preference where possible to those who have most recently applied and been denied.

Section 4.

Any supervisor who attends schools for the purpose of obtaining police education or any degree in police science should make his intentions known to the Police Chief by August 1 prior to the school year along with an estimated cost of tuition and book expenses. The Police Chief and the Public Safety Committee will allocate available funds among those who have submitted notices of intention as provided above. Such allocations shall not be made in an arbitrary or capricious manner. Text books purchased pursuant to this provision will be maintained, after completion or use, in the Police Department library. Members will be paid/reimbursed the cost of his or her tuition and books in accordance with the above allocation upon the successful completion of each semester.

ARTICLE XI
INSURANCE

Section 1.

(a) The Township shall provide Blue Cross Comprehensive Hospital Coverage (120 days); and Connecticut General Insurance Company major medical surgical package as in effect on July 1, 1981 or comparable to all members of the Police Department covered herein, paid for by the Township.

(b) The Township shall provide, at its sole cost and expense, a full family insurance plan for Employees and their dependents in the following coverages:

Dental Plan

Prescription Plan

Eyeglass Plan

Section 2.

(a) The Township shall provide, at its sole cost and expense, a retiree insurance program. Said program shall cover retirees and their spouses and shall continue until the death of the retiree, or the retiree's spouses, whichever occurs last. The specific levels and types of coverages shall be as set forth in Section 1 of this Article.

(b) A paid up hospitalization plan for all disabled members shall be purchased by the Township on behalf of any disabled member from Blue Cross and the Connecticut General Insurance Company and shall include Blue Cross Comprehensive Hospital Coverage (120 days); Connecticut General Insurance Company Major Medical Surgical Package as in effect on July 1, 1981 or comparable, commencing upon date of disability provided other employment does not cover such person and coverage is obtained at standard rates.

Section 3.

The Township shall provide a Fifteen Thousand (\$15,000.00) Dollar life insurance policy for all members of the Police Department.

Section 4.

The existing disability plan which pays the employees up to six (6) months full pay, then up to five (5) years, 80% pay shall remain in effect until a new policy is obtained pursuant to the Arbitration Award. Upon obtaining a new disability policy at no premium cost to the employee, the Township shall pay employees 100% of their compensation for eighteen (18) months during which time the Township pays full pension benefits the employee is retained on all other benefits covered under this Agreement for himself and his/her family.

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.

ARTICLE XIII
CLOTHING ISSUANCE AND ALLOWANCE

Section 1.

Each officer covered by this Agreement shall receive a clothing allowance and maintenance fee equal to two percent (2%) of their respective base salary per year.

Said allowance and maintenance fee shall be considered included in the salary of each officer as set forth in schedule A.

Section 2.

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.

ARTICLE XIV

OVERTIME

Section 1.

When an Employee is called to duty during his off duty time or when an on duty Employee is required to remain beyond his normal tour of duty, such Employee shall be compensated for such duty performed for the Township at time and one-half (1 1/2), 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 two (2) hours (effective December 16, 1998 three (3) hours) overtime except as follows:

(a) When a breathalyzer operator who is a uniformed officer is recalled to duty, they are entitled to a minimum of three (3) hours;

(b) When any officer assigned to the Investigative Division is recalled to duty, they are entitled to a minimum of three (3) hours.

Thereafter, they shall be paid pursuant to Section 1 for actual time worked.

Section 3.

In the event an Employee is continued on duty beyond his normal tour of duty, the employee shall be entitled to overtime compensation for a minimum of one (1) hour. Thereafter, they shall be paid pursuant to Section 1 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, Shift Commander or in case of an emergency.

Section 4.

A list shall be established whenever overtime work is requested. It shall be rotated among Employees on the appropriate list. If or when an Employee is called for overtime duty, and they are absent, and the request for overtime cannot be communicated to them in time to perform such duty, they shall be called again for the next overtime assignment. A new list shall be established each year. If an Employee is called for overtime duty and declines same, then they shall not be called for the next overtime assignment until the entire list is called. If the request for overtime duty assignment is for the tour of duty following an Employee's regular tour, said Employee will be ineligible and will not be called or assignment, but will be called again for the next overtime duty assignment. It is not intended, except for an extreme emergency situation, for an Employee to work a continuous double tour of duty.

Section 5.

The officer assigned as court attendant shall be taken from a list of off duty members scheduled to appear in court on that evening. The duty shall be assigned to the officers with the least amount of year to date overtime. The officer assigned such duty shall be entitled to a minimum of two (2) hours overtime. Thereafter, he shall be paid pursuant to Section 1 for actual time worked.

Section 6.

If an officer is requested to testify in criminal court on his off duty time as a result of his 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 his subpoena and a statement that he 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 adding the employee's base rate of compensation together with the employee's longevity entitlement (Article V) and dividing the sum by one-thousand nine-hundred and forty-six (1,946).

The overtime rate shall be computed by multiplying the hourly rate by one and one half (150%).

ARTICLE XV

WORKWEEK

Section 1.

(a) The current four-two (4-2) work schedule shall continue. Effective as on as practicable but no later than March 1, 1999, patrol tours of duty shall be steady. Officers may choose their tours of duty in accordance with seniority, subject to these conditions, when the Chief can deviate from seniority: (a) for assignments requiring special skills or needs, or for good cause, all subject to the grievance procedures, (b) for emergency situations, and (c) to ensure a minimum of one officer with at least four years' police service (and at least two years' police service in Springfield) actually present and working on each shift. Overtime shall be paid, at the time and one-half (1 1/2) rate, for all work in excess of eight (8) hours in a day or on a regular day off (R.D.O.) as is defined by the four-two work schedule. Employees will choose tours of duty at least thirty (30) days prior to January 1st. The new schedule shall be implemented yearly on or about January 1st.

Section 2.

(1) The Township may shift a Supervisor or Supervisors scheduled for the 0700-1500 hour tour on Friday or Saturday to the 1500-2300 hour tour long as the said Supervisor or Supervisors have the day or days immediately after the conclusion of the shift change off. In addition, no Supervisor unless with his consent shall have his shift changed on both Friday and Saturday consecutively.

(2) In view of the uncertainty provided by any scheduling change, it is expressly provided that these provisions be liberally interpreted to provide flexibility in scheduling.

(3) On the first day of each shift change the entire shift shall report for duty one-half hour earlier than the scheduled work time. The purpose of this is to provide additional training and/or administrative time.

Section 3.

All Employees shall receive a half-hour for lunch and supper break.

Section 4.

Employees may exchange hours, duty and time off with another Employee of Supervisory rank provided:

(1) 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.

(2) The Chief of Police or Patrol Captain or their designee is notified and approves such change. The Chief of Police or Captain will act promptly on any such request and provide the earliest notice to the interested parties.

ARTICLE XVI

VACATION

Section 1

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

1 - 5 years - 16 working days vacation

6 - 10 years - 22 working days vacation

11 - 15 years - 28 working days vacation

Over 15 years - 32 working days vacation

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 day shall not be unreasonably withheld.

Section 3.

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

ARTICLE XVII

POLICEMEN'S BILL OF RIGHTS

Members of the force hold a unique status as public 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 manners of contracts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the 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:

(1) The interrogation of a member of the force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the force is on duty;

(2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be advised. Sufficient information to reasonably appraise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, they should be 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 reasonably necessary;

(4) The interrogation of the member shall not be recorded;

(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 construed

to prevent the investigating officer from informing the member of the possible consequences of his acts;

(6) If a member of the force is under arrest or is likely to be; that is, if the officer is a suspect or 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 decisions of the United States Supreme Court;

(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 charged, they shall be afforded an opportunity to consult with counsel or SOA representatives before any further interrogation.

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 Officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers 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 his approval.

Section 4.

The employee shall acknowledge that he has had the opportunity to review such material or document by affixing their 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 have the right to submit a written answer to such material or document and his 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 a right to appeal under the grievance procedures covered in this Agreement.

Section 5.

Although the Township agrees to protect the confidentiality of personnel references, academic credentials 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 establish a strict policy of confidentiality concerning the contents of personnel files. The Township Administrator, Public Safety Committee, and Township Committee shall have access to such information in the personnel files subject to strict confidentiality.

Section 6.

Each member of the Department shall have his 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.

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 Years Day	Labor Day
Lincoln's Birthday	Colombus day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 (Independence day)	Christmas Day
Martin Luther King Day	

In lieu of time off, Employees shall be paid for all thirteen (13) holidays.

Section 2.

In the event a holiday is declared by the President during any one year, members shall be entitled to such holiday 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 to thereto payments 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 payments for the day off which shall also be established at the annual salary rate.

Section 3.

Holidays shall be computed and then included in base pay with longevity and pension to be included.

ARTICLE XX

PATROL CARS

If reasonably possible, a patrol car shall be provided to the for all funerals of Police Officers killed in the line of duty in New Jersey. The Officer designated to drive the car shall be an off-duty Officer.

ARTICLE XXI
MISCELLANEOUS

Section 1. Firearms

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

Section 2. Police Function

All men 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 PBA 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

The union 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 union under this Article.

ARTICLE XXII

REPLACEMENTS

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.

ARTICLE XXIII

SOA ACTIVITY

Section 1.

The Township agrees to grant time off if necessary to a maximum of three (3) representatives designated by the SOA to attend the State Convention of the Policemen's Benevolent Association. An Employee planning to attend such convention shall provide at least two (2) weeks notice to the town and shall receive leave for a period inclusive of the duration of the convention and reasonable travel time to and from the convention.

Section 2.

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

ARTICLE XXIV

MILITARY LEAVE

The Township agrees if it is mandatory for an Employee to participate in National Guard or Reserves and such duty requires the 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 their military obligation.

The Township shall not reschedule the Employee's day off to conform to the days in which the Employee must fulfill his military obligations.

The parties agree that if in negotiations with the Superior Officer the Township clarifies this section to limit its scope to the statutory coverage such modifications will be applicable here.

ARTICLE XXV

PERSONNEL FILE

The Township Clerk shall make an Employee's personnel file available for inspection by the Employee on a reasonable basis.

ARTICLE XXVI

BEREAVEMENT

Employees shall be granted funeral leave with pay not to exceed ten working days beginning with the date of death, for the employee to tend to arrangements for the funeral of a spouse or children.

In all other circumstances, employees shall be granted funeral leave with pay not to exceed four working days beginning with the date of death, for the employee to tend to arrangements for funerals, and the handling of personal affairs of parents, brothers or sisters, grandparents, grandchildren, mothers-in-law or fathers-in-law. If the date of burial is more than four (4) working days from the date of death, the employee must take the date of burial as part of funeral leave. In no event shall the funeral leave exceed in total four (4) working days.

ARTICLE XXVII

TERMINAL LEAVE

Employees with over twenty five (25) years of service shall receive sixty (60) days of terminal leave prior to retirement or may at their election convert this leave into a lump sum cash payment or two (2) payments, within one (1) year of the last day of active service.

ARTICLE XXVIII

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 Auxillary Police such as the 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, the minimum rate of compensation being fifteen (\$15.00) Dollars per hour for charitable and twenty-five (\$25.00) Dollars per hour for others. The SOA shall be consulted by the Chief of Police or his Designee concerning these matters. These rates may be changed during the term of this Agreement upon mutual consent of the parties. Effective upon signing of this Agreement the numbers would be increased to \$25 and \$35 respectively.

ARTICLE XXIX

SEPARATE PAYMENT

Each Officer shall receive in separate, individual and sealed envelopes segregated from the other, regular pay, holiday pay, college pay and overtime pay.

ARTICLE XXX

SAFETY AND HEALTH

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

ARTICLE XXXI

CIVIL COURT COMPENSATION

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

ARTICLE XXXII

DURATION

This Agreement shall become effective as of January 1, 1997 and shall terminate on December 31, 2000. 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 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.

In Witness Whereof, the parties hereto have affixed their signature the year and date first above written.

ATTEST:

TOWNSHIP OF SPRINGFIELD

Kathleen D. Wisniewski
Township Clerk

Gregory Clark
Mayor-Twp. Committee

ATTEST:

SPRINGFIELD SUPERIOR OFFICERS
ASSOCIATION

Robert J. Marshall

Joseph D. ...

SCHEDULE A

SALARIES

<u>RANK</u>	<u>01/01/97</u>	<u>01/01/98</u>	<u>01/01/99</u>	<u>01/01/2000</u>
Sergeant	67,632	69,830	72,099	74,623
Detective Sergeant	68,612	70,842	73,145	75,705
Lieutenant	71,989	74,328	76,744	79,430
Detective Lieutenant	74,979	75,350	77,799	80,522