

AGREEMENT

BETWEEN

TOWNSHIP OF SPRINGFIELD

AND

SPRINGFIELD TOWNSHIP PATROL OFFICERS ASSOCIATION

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2004, by and between the TOWNSHIP OF SPRINGFIELD, IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and the SPRINGFIELD TOWNSHIP PATROL OFFICERS ASSOCIATION (hereinafter called the "Association").

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all non-supervisory police officers and sergeants employed by the Township of Springfield excluding chief, captains, lieutenants, confidential employees, managerial executives and all other employees.
- B. Pursuant to the New Jersey Employer-Employee Relations Act, the parties hereby agree that employees covered by the Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from any of the foregoing.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Township retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and

Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. To manage and control the Township Government, its properties and facilities and the job activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for just cause.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

ARTICLE III

NO-STRIKE PLEDGE

- A. The Association covenants and agrees, that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper

performance of said employee's duties of employment), work stoppage, slowdown, or walkout against the Township.

- B. The Association covenants and agrees, that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such actions and advise all such members who participate in such activities to cease and desist from same immediately and return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by another employee or group of employees of the Township.
- C. In the event of a strike, slowdown, walkout or job action, the Association recognizes that the Township may consider such activities by an Association member or any employee represented by the Association to constitute grounds for disciplinary action, including discharge.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of any breach of this Article by the Association, its members, or employees represented by the Association.

ARTICLE IV

EMPLOYEE RIGHTS

- A. No Officer shall be disciplined without just cause. Disciplinary action against a police officer shall be in reference to N.J. Statute 40A:14-118, suspension or docking shall be subject to Article VI, Grievance Procedure.
- B. Police Officer discipline shall generally follow a progressive discipline policy except for those actions which in the judgment of the Chief and/or the Township are serious violations of Police Department Rules and Regulations or any local or State Laws or Administrative Codes
- C. Any time an officer is called before the Township Council regarding an action which could adversely affect the continuation of employment of that officer, the officer shall be given notice of the meeting and reasons for same and shall have a representative of the Association and/or attorney present to advise him/her at the meeting of the Township Council
- D. An officer who is evaluated with deficiencies will, where appropriate, be given an opportunity of not less than thirty (30) calendar days to correct such deficiencies and the opportunity of being reevaluated at the discretion of the Chief of Police.
- E. Each officer shall have the opportunity to review and photocopy his/her personnel folder at least once every six (6) months by making such request in writing to the Chief of Police. In all cases, no material shall be placed in the personnel folder of an officer relating to disciplinary action without the officer's knowledge or without the initials of the officer on the copy received from the Employer. Initialing by the officer does not evidence agreement with the contents of the document but as acknowledging

notice only. Refusing to initial the document after having been given a copy of the document shall not prevent it from being included in the officer's personnel file.

ARTICLE V

SENIORITY

- A. Seniority is defined to mean the accumulated length of full-time continuous service with the Township as a police officer, computed from the last date of hire.
- B. Seniority shall be lost and employment terminated if any of the following occur:
 - 1. Discharge;
 - 2. Resignation;
 - 3. Failure to return promptly upon expiration of an authorized leave;
 - 4. Failure to return to work after a recall from layoff;
 - 5. Absence for five (5) consecutive days without leave or notice.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise affecting employees in the bargaining unit. The parties agree that these procedures will be kept as informal as may be appropriate at any level of the procedure.

C. Procedure

The number of days indicated at each level is the maximum. The time limits may, however, be extended by mutual agreement. Grievances must be filed by the aggrieved within thirty (30) calendar days of the alleged occurrence and failure to act within the aforementioned thirty (30) calendar days shall be deemed to be an abandonment of the grievance.

D. Grievance Steps

Step One:

A unit member with a grievance shall present the grievance in writing to the Chief of Police or his duly designated representative within thirty (30) calendar days of its occurrence. The Chief or his designee shall respond to the grievance in writing within twenty (20) calendar days.

Step Two:

If the grievance is not resolved at Step One, or in the event no decision has been received within the time set forth in Step One, the aggrieved may, within ten (10) calendar days thereafter submit the grievance to the Manager. The Manager shall review the matter and issue a decision within twenty-one (21) calendar days after the receipt of the grievance.

Step Three:

If the grievance has not been resolved at Step Two or if no decision has been received within the time set forth in Step Two, the aggrieved may within ten (10) calendar days submit the grievance to the Township Council for a decision. The Township Council shall issue a decision in writing within twenty-one (21) calendar days after receipt of the grievance.

Step Four:

If the grievance has not been resolved at Step Three or if no answer has been received by the Association within the time set forth in Step Three, the aggrieved within ten (10) calendar days may file for Arbitration with the Public Employment Relations Commission. An arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. The arbitration proceedings shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusion.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
3. The arbitrator shall confine his decision to the one (1) issue submitted for arbitration.

4. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to case law and statutes.
5. The fees and expenses of the arbitrator shall be borne equally by the parties.
6. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

E. Miscellaneous

1. An aggrieved person may be represented at all stages of the grievance procedure by a representative of the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. If the grievance is not appealed by the grievant and/or Association from one step to the next step or to arbitration within the time limits specified for each step, or a mutually extended time, the grievance shall be considered to be denied or to be decided on the basis of the last decision of the Township and shall not be eligible for appeal.
3. If the Township claims that the Association has violated any provision of the Agreement, the Township may present such claim to the Association in writing within thirty (30)

calendar days of its occurrence. If the parties fail to settle the Township grievance within thirty (30) calendar days, the Township may file for arbitration in accordance with the provisions of this Agreement.

ARTICLE VII

LEAVE

A. Sick Leave

Full time employees who are covered by this Agreement shall be entitled to annual paid sick leave as set forth below:

1. Newly hired Police Officers shall only receive 12 hours for the initial month of employment if they begin work on the 1st through 15th day of the calendar month, and 6 hours if they begin on the 16th through the last day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with 12 hours for each month of completed service.
3. Thereafter, January 1 of each year, in anticipation of continued employment, employees shall be credited with one hundred forty-four (144) hours of sick leave. Sick time shall be taken in whole or half day increments only. This time will be accumulative and is to be carried over into the following year(s).

4. Supplemental Compensation Upon Separation (SCUS)

Supplemental Compensation Upon Separation is defined as the total accumulation of unused sick time up to a maximum of \$12,000 and unused vacation time of up to two years accumulated days computed at the rate of hourly pay earned by the employee at the time of separation.

5. Reporting of Absences/Sick Leave

A. If an employee is absent for reasons that entitle the employee to sick leave, his/her supervisor shall be notified promptly and no later than four (4) hours prior to the employee's usual reporting time, except in cases of emergency as approved by the Chief of Police or his designee.

B. Failure to notify the employee's supervisor may be cause for denial of the use of sick leave for that absence and may additionally constitute cause for disciplinary action.

C. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

6. Verification of Sick Leave

A. Any sworn personnel of the Police Department who is out on sick leave for three (3) or more consecutive scheduled workdays shall produce a physician's note from the Township or family doctor upon return to duty. (Failure to

do so will result in disciplinary action). In addition to the foregoing, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. During this time the officer will receive his/her regularly scheduled salary to include any scheduled salary increases and benefits normally received. This shall continue until the officer is able to return to duty.

B. Any full time member of the Association who is injured in the performance of their duties will receive their regularly scheduled salary to include any scheduled salary increases and benefits normally received. This shall remain in effect until the officer is able to return to duty or one (1) year from the date of injury which ever occurs first. Off duty injuries or illness are subject to and covered by accrued sick time and disability insurance.

C. Any Workman's Compensation and Disability payments received by the officer during this time will be signed off by the officer and returned to the Township Treasurer.

B. Personal Leave

1. Any full time member of the Association shall receive four (4) personal leave days per year with pay.

2. The request for such leave shall be made to the officer's immediate supervisor at least twenty-four (24) hours prior to its anticipated use except emergency leave.
3. Personal leave days shall not be accumulative and shall not be carried over into the following year.
4. These days must be used in the year in which they are earned and shall not cause the Township to make payment for such time not utilized.

C. Bereavement Leave

1. Any full time member of the Association shall be entitled to bereavement leave in the event of a death in the officer's immediate family. An allowance of up to three (3) working days, one of which shall be the day of death or day of the funeral shall be granted. Immediate family shall be defined as husband, wife, child, step-child, father mother, father-in-law, mother-in-law, brother, sister, or any other of the officer's immediate household.
2. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the officer.
3. If a death occurs to the officer's spouse, the officer will be excused from work without loss of pay for up to fifteen (15) consecutive working days inclusive of the three days in Section A. In the event more time is needed, the Chief

of Police may grant additional days. This time will be deducted from the officer's sick leave.

D. Family Care

Any full time member of the Association shall be entitled to use their accumulated sick time to care for the officer's spouse or children when they become ill. However, such use of sick time shall be limited to ten (10) days per year and for no more than three (3) consecutive working days at a time unless it is medically certified that the officer's spouse or children's illness requires that the officer be at home to provide care and assistance. Illness as used in this paragraph includes maternity leave.

E. Maternity Leave

1. Maternity leave without pay shall be granted for a period of six (6) months provided the request for such leave is made in writing to the Chief of Police no later than the fourth month of pregnancy and approved by the Chief of Police. Sickness due to pregnancy shall be covered under the sick leave regulations covered by this agreement.
2. Hospitalization and medical, surgical and life insurance coverage will continue in force and be paid for the first three (3) months, and light duty if available shall be allowed provided the officer supplies a doctor's note. If

light duty is not available the officer can use accrued unused sick time.

F. Death of Employee

Should an officer die during the term of his/her employment, then the surviving spouse or estate shall receive pay for sick leave at one hundred percent (100%) of the employee's total accumulated time. All other time earned in the year of the employee's death will be pro-rated and paid in full.

ARTICLE VIII

HEALTH BENEFITS

- A. Any full time member of the Association shall be provided with health benefits to include major medical, prescription, and dental coverage. These benefits shall be extended to the officer's spouse and children at no additional cost to the officer in keeping with the terms of the insurance coverage. The Township reserves the right to change insurance plans and/or carriers so long as the benefits are equal or better.
- B. The Township shall provide the Association with a Township doctor for routine physicals, vaccinations and immunization shots at no expense to the officers.
- C. The Township shall provide the Association with psychological and/or counseling support needed after a critical incident, stress situation at no expense to the officer(s) or the Association. This shall continue until the

officer(s) is or are able to return to duty as determined by the counseling service selected by the Township.

ARTICLE IX

COURT APPEARANCES

- A. All Court appearances by an officer of the Association, not occurring during scheduled working hours shall be paid for at a rate of one and one-half times the officer's hourly rate with a minimum for two (2) hours guaranteed. This agreement does not apply to the position of court security officers which shall be a separate position appointed by the Township and paid from the court's budget.
- B. Should transportation outside of the Township be required, to make the appearance at court outside the Township, the officer may use his/her own vehicle. Mileage reimbursement to use his/her personal vehicle shall be the amount fixed by the Internal Revenue Service for deductibility of mileage. The Township shall make every effort possible to provide the officer with a Township vehicle to make these appearances at no cost to the officer.
- C. Payment for mileage from court appearances will be paid to the officer after the officer submits a voucher for the mileage to the Township at the end of the month that the appearances were made. Failure to do so shall constitute an abandonment of said expenses.
- D. Time off on court days shall be made in writing to the Chief of Police or his designee within seventy-two (72) hours for his approval.

ARTICLE X

TRAINING

Any full time member of the Association will attend mandatory training sessions for police and EMT related training at which time the officer will be compensated for this time in keeping with Section 7(k) exemption clause of the Fair Labor Standards Act, a copy of which is attached and made part of this agreement.

Any full time member of the Association will be provided with a Township vehicle to attend these training sessions. If this is not possible due to scheduling restrictions, mileage reimbursement to use his/her personal vehicle shall be the amount fixed by the Internal Revenue Service for deductibility of mileage by submitting a voucher for payment by means of a separate check.

ARTICLE XI

VACATION

- A. Any full time member of the Association will earn vacation

time as set forth below:

5 days after 1 year	10 days after 2 years
11 days after 3 years	12 days after 5 years
13 days after 7 years	14 days after 9 years
15 days after 10 years	16 days after 12 years
17 days after 14 years	18 days after 16 years
19 days after 18 years	20 days after 20 years

- B. Vacation time may be accumulated for two years. Failure to use accumulated vacation time within said two year period shall constitute an abandonment of this vacation time.

Accumulated vacation time shall be credited to the officer on

January 1st of the year in which it will become due and may there after be taken to the extent of the credit and any prior accumulation not abandoned. Vacation time shall be taken in whole and half day increments only.

- C. Any officer who is laid off, retired, or separated from the service of the Township prior to taking vacation shall be compensated by the Township by check for unused vacation time the officer has accumulated at the time of the lay-off, retirement or separation which time shall be prorated based upon the officer's actual service time in the year in which such officer has been laid off, retired or separated.
- D. Vacation days shall be requested thirty (30) days in advance by the officer to the officer's immediate supervisor. Vacation days shall be granted upon the officer's request to the Chief of Police and may not be denied unless the time requested will have an adverse effect on the daily operation of the police department including but not limited to the imposition of overtime.
- E. In the event of an emergency, the officer is called to duty while utilizing his vacation time, the officer's vacation time shall not be charged and the officer shall be compensated at the rate of one and one-half times his or her hourly rate.

ARTICLE XII

HOLIDAYS

Effective January 1, 2004, all full time officers covered under this agreement shall receive fourteen (14) paid holidays per year:

New Year's Day (January 1)	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Day before Christmas (December 24)
Independence Day (July 4)	Christmas Day (December 25)

Holiday Pay will be computed in the following manner:

- A. All officers covered under this agreement who are scheduled to work on any recognized holiday will receive their regular base salary for the scheduled holiday. In addition to their regular base salary, each officer working on said holiday will receive an additional twelve (12) hours of holiday pay, paid at their calculated straight time. This will be added to the officer's next available paycheck, i.e., each officer works an eighty-four (84) hour pay period. If a holiday falls within any given pay period they will be paid an additional twelve (12) hours at straight time.
- Calculated as follows: 84 hours plus 12 hours = 96 hours at straight time.
- If two (2) holidays fall within the officer's eighty-four (84) hour pay period, each officer will receive an additional twenty-four (24) hours at straight time. Calculated as follows: 84 hours plus 12 hours plus 12 hours = 108 hours at straight time.
- B. All officers covered under this agreement who are scheduled off on any

recognized holiday covered under this agreement, in addition to his/her regular base salary will be paid an additional 12 hours of holiday pay, paid at his/her calculated straight time. This will be added to the officer's next available paycheck, i. e., officers who are scheduled off on these holidays will have already worked or will work their regular eighty-four (84) hours in this given pay period. This time will be calculated as follows: 84 hours plus 12 hours = 96 hours at straight time. If two (2) scheduled off holidays fall within the officer's eighty-four (84) hour pay period, then the officer will receive an additional twenty-four (24) hours at straight time. This time will be calculated as follows: 84 hours plus 12 hours plus 12 hours = 108 hours at straight time.

C. All officers covered under this agreement scheduled off on any recognized holiday covered under this agreement and called in to work on this recognized holiday will receive time and a half for the hours worked on this recognized holiday. This overtime will be added to the officer's next available paycheck, i. e., eighty-four (84) hours of regular pay plus twelve (12) hours at straight time for the scheduled off holiday, plus twelve (12) hours [or the number of hours actually worked] at time and a half.

D. Retroactive Effect

Officers covered by this contract shall receive a separate check for both seven (7) days of holiday pay for 2004 at the rate as indicated in their regular salary guide for the calendar year 2004 and seven (7) paid holidays

for the first half of calendar year 2005 at the rate as indicated in their regular salary guide for 2005. The remaining seven (7) holidays for 2005 will be added to the officer's next available paycheck as they occur. Any officer not employed for the entire year of 2004 shall only be compensated for the holidays that were recognized after the date of his/her employment. Officers no longer employed by the Township will not receive any additional compensation for holidays covered in this retroactive section.

ARTICLE XIII

OVERTIME

- A. Any sworn personnel of the Association working in excess of their eighty-four (84) hours during a two (2) week pay period shall be entitled to overtime pay at the rate of one and one-half time (1 ½) the officer's hourly rate in keeping with Section 7(k) exemption clause of the Fair Labor Standards Act. The officer's hourly rate shall be determined by dividing the officer's annual salary by 2,184 hours. This will be paid to the officer in the next available paycheck as it is earned and will be listed as a separate earning on the officer's bi-weekly paycheck.
- B. In the event an officer is called to duty in an emergency situation while the officer is scheduled off, the officer will be four (4) hours overtime pay. If the emergency situation necessitates the officer being on duty longer than the four (4) hour guaranteed period, the officer shall receive additional overtime pay for the hours worked.

- C. The officers shall be paid at the rate of one and one-half times (1 ½) times their hourly rate for any overtime worked. The officer shall not receive compensatory time off unless agreed upon, by the Township and the officer.

ARTICLE XIV

SALARIES

- A. The Association shall recognize the following officer's Salary Scale on a yearly basis. All step increases take effect on the officer's anniversary date of hire; percentage increases take effect on January 1st of each year.

Patrol Officers – Base Salary Scale

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Step A: Recruit	\$28,122	\$29,247	\$30,417	\$31,634	\$32,899
Step 1: 1 st Year	\$32,648	\$33,954	\$35,312	\$36,725	\$38,194
Step 2: 2 nd Year	\$36,607	\$38,071	\$39,594	\$41,178	\$42,825
Step 3: 3 rd Year	\$41,530	\$43,191	\$44,919	\$46,716	\$48,585
Step 4: 4 th Year	\$46,374	\$48,229	\$50,158	\$52,165	\$54,252
Step 5: 5 th Year	\$51,378	\$53,433	\$55,570	\$57,793	\$60,105
Step 6: 6 th Year	\$53,189	\$55,317	\$57,530	\$59,832	\$62,225

Sergeants – Base Salary Scale

Step 1: 1 st Year	\$57,247	\$59,537	\$61,918	\$64,395	\$66,971
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B. Longevity

1. In addition to salary, employees shall receive longevity pay to be computed in the following manner:

7-9 years of service	\$ 500.00
10 or more years of service	\$1,000.00

2. Longevity pay will be paid in two separate installments. The first installment will be paid with the first pay period in June of each year of this contract in a separate check. The second installment will be paid with the first pay period in December of each year of this contract in a separate check. This amount will be in addition to the officer's base salary.
3. Longevity pay shall be computed from the officer's date of hire.

C. Retroactivity

The officers covered under this contract are to receive neither a retroactive increase for 2004 nor a retroactive increase for January 1, 2005 to June 30, 2005. The salary increase for the calendar year 2005 will take effect on July 1, 2005.

Longevity pay will be paid those eligible officers for the calendar year 2004 and the first half of calendar year 2005 in a separate check upon signing of this contract.

ARTICLE XV

UNIFORMS

Any full time member of the Association, upon being appointed, shall be provided by the Township with the following uniforms:

Class A Uniform to include:

- 3 – short sleeve shirts
- 3 – long sleeve shirts
- 4 – pair trousers
- 1 - neck tie with tie tac
- 2 – breast badges
- 1 – pair dress shoes
- 1 – leather dress blouse
- 1 – dress hat with hat badge
- 1 – name tag
- 1 – whistle with lanyard
- 1 – pair leather dress gloves
- 1 – leather sam browne belt
- 1 – leather sam browne strap
- 2 – leather holster
- 1 – leather handcuff case
- 1 – leather mace case
- 1- leather magazine pouch

Class B Uniform to include:

- 2 – long sleeve shirts
- 2 – short sleeve shirts
- 2 – pair trousers
- 1 - pair leather boots
- 1 – Gore-Tex winter jacket
- 1 – baseball cap
- 1 – Gore-Tex winter gloves
- 1 – nylon sam browne belt
- 1 – nylon holster
- 1 – nylon magazine pouch
- 1 – nylon handcuff case
- 1 – nylon mace case
- 1 – nylon radio case
- 6 – belt keepers
- 1 – nylon flashlight ring
- 1 – nylon ASP baton case
- 1 – nylon belt
- 1 – wool winter hat
- 1 – latex glove pouch
- 3 – golf shirts (NB/B/W)

Replacement – as needed to be determined by the Township.

The Township shall continue to pay for replacement and cleaning of all uniforms.

ARTICLE XVI

EQUIPMENT

Any full time member of the Association, upon being appointed, shall be provided by the Township with the following equipment:

- 1 – SIG Sauer model 220 w/5 magazines
- 1 – ASP baton
- 1 – portable radio with microphone
- 2 – pairs of hinged handcuffs
- 1 – pair of oversized handcuffs
- 1 – pair of leg irons
- 2 – canisters of pepper mace
- 1 – Stream light flashlight
- 1 – Stream light stinger flashlight
- 1 – rescue knife
- 1 – bullet proof vest department approved to be replaced as needed (minimum of 5 years)
- 1 – pager
- 1 – trauma kit w/0/2 and accessories
- 1 – gun cleaning kit
- 1 – photo ID
- 1 – badge ID
- 1 – off duty holster
- 2 – cellular phones for shift officers to be kept in station when not in use
- * - Ammunition as needed for on/off duty and practice

The Township shall continue to pay for replacement of all equipment on an as needed basis.

ARTICLE XVII

INTERNAL AFFAIRS INVESTIGATION

Any complaints reports to the Department on an officer, the Chief of Police shall investigate as per the Attorney General's Guidelines.

ARTICLE XVIII

EXTRA DUTY ASSIGNMENTS

All extra duty assignments shall be processed in and performed in accordance with rates and procedures established by the Township in its discretion in rules and regulations or ordinance.

ARTICLE XIX

PRIVATE LEGAL COUNSEL

The Township recognizes its obligations under R.S. 40A:145-155. Thus, as provided below, whenever a member of the Association shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action proceeding.

1. In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that the Township, upon recommendation of the Township Attorney, and with input from the Association, shall establish a panel of six (6) attorneys and that the members of the Association may select one from among those attorneys for their representation. Nothing herein shall prohibit a member from selecting an attorney not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.
2. If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay

the usual, customary and reasonable fees, subject to review and approval by the Township Attorney.

3. If the complaint is not on behalf of the Township and the matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review and approval by the Township Attorney.
4. If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review and approval by the Township Attorney.
5. If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.
6. All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.
7. All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges which are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

8. After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Treasurer for approval and inclusion on the next regular bill list.
9. In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund which provides coverage to the Township.
10. The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4. The indemnification and defense provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

ARTICLE XX

NON-DISCRIMINATION

Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, natural origin or political affiliation.

ARTICLE XXI

MISCELLANEOUS

Except as otherwise specifically provided for by this Agreement, fringe and economic benefits shall apply to full-time employees only.

ARTICLE XXII

SAVING CLAUSE

If any provision of this Agreement is held to be invalid or contrary to law by federal or state legislation, government regulation or court decision, then such provisions shall be removed from the Agreement and all other provisions shall remain in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject to negotiations.

ARTICLE XXIV

DURATION

- A. This Agreement shall be come effective as of January 1, 2004 and shall continue in full force and effect through December 31, 2008.
- B. The Agreement shall continue from year to year unless either party advises the other in writing no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration of the Agreement of a desire to negotiate over the terms of a new Agreement.

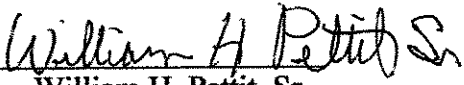
IN WITNESS WHEREOF, the parties hereto have, by the authorized representatives,
signed and sealed this Agreement.

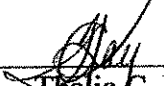
SPRINGFIELD TOWNSHIP
PATROL OFFICERS ASSOCIATION

By: 
Eric D. Trout, President

Dated: 7-13-05

TOWNSHIP OF SPRINGFIELD

By: 
William H. Pettit, Sr.
Mayor

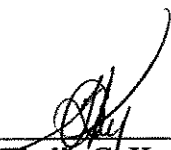
By: 
Thalia C. Kay, RMC
Township Clerk

Dated: July 13, 2005

Certification

I, Thalia C. Kay, RMC, declare to the best of my knowledge that the attached contract is a true copy of the executed collective negotiations agreement.

Dated: July 13, 2005


Thalia C. Kay, RMC
Manager/Clerk