

AGREEMENT

Between the

MANSFIELD TOWNSHIP PATROLMAN ASSOCIATION

And the

TOWNSHIP OF MANSFIELD

January 1, 2008 through December 31, 2011

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ARTICLE I
AGREEMENT

This Agreement is entered into by and between the Township of Mansfield, in the County of Burlington, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the Mansfield Township Patrolman Association (hereinafter referred to as the "Association").

In consideration of the mutual promises herein, it is hereby agreed as follows:

ARTICLE II
DURATION OF CONTRACT

A. This Agreement shall have a term from January 1, 2008 through December 31, 2011, and shall be retroactive to January 1, 2008. If the parties have not executed a successor agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor agreement is negotiated. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

B. It is agreed upon and understood by both parties that negotiations for a new contract shall begin no later than September 1, 2011 or 90 days prior to the expiration of this contract.

ARTICLE III
RECOGNITION

A. The Township herein recognizes the Mansfield Township Patrolman Association, as the exclusive representatives for the purposes of collective bargaining

negotiations regarding terms and conditions of employment for the Patrolmen/Detectives/Sergeants employed by the Township of Mansfield.

B. Pursuant to the New Jersey Employer-Employee Relations Act the parties hereby agree that the employees covered by this 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. Neither the Township nor the Association shall discourage or coerce any of the employees in the unit with respect to their rights under the aforementioned statute.

ARTICLE IV

EQUAL TREATMENT

The Township and the Association agree that no discrimination or favoritism for reasons for sex, age, nationality, race, religion, marital status, political affiliation, union membership or legal union activities shall exist and the Association has the right without fear of penalty or reprisal to form, join and assist any employee organization, or to refrain from any such activity. The employees shall not represent that his or her participation in the above mentioned activities represents the position of the Township of Mansfield.

It is agreed upon by both parties that any member of the Association who is elected to the position of State Delegate of Mansfield Township PBA Local No. 370, shall be entitled to a leave of absence with pay for the PBA state conventions and monthly meetings. Proof of attendance to said conventions shall be provided to the Director of Public Safety (herein "Director") or Chief of Police (herein "Chief"), whichever is applicable upon his request.

It is agreed upon by both parties that the paid leave of absence for the PBA conventions and monthly meetings will only include the days that the officer was scheduled to work (i.e., if the PBA convention is five days, and the officer was only scheduled to work three days, the officer will only be paid for three days). The officer will only be paid for monthly meetings if the officer was scheduled to work the day of the monthly meeting. It is further agreed upon by both parties that the Township will only pay for the leave of absence and not the costs associated with the conventions or the monthly meetings.

ARTICLE V

GRIEVANCE PROCEDURE

A grievance is a claim based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement, or policies and administrative decisions affecting the terms and conditions of employment of the employees covered by this Agreement. However, only claims based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement including discipline in the excess of a one (1) day fine or suspension, may proceed to arbitration. All other grievances may be grieved only through Step Three. An individual or the Association, at the request of and on behalf of an individual or group of individuals, may raise a grievance.

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 proceedings will be kept as informal as may be appropriate at any level of the procedure.

The number of days indicated at each level is the maximum. The time limits may, however, be extended by mutual agreement. The aggrieved member must file grievances 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.

Step One

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

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 Police Commissioner. The Police Commissioner 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 Committee for a decision. The Township Committee 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 Association 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/her decisions solely to the interpretation and application of the Agreement and shall confine his/her decision to the issue submitted to 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 the same.

Miscellaneous

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 state its views at all stages of the grievance procedure.

If the grievance is not appealed by the aggrieved and/or the Association from one step to the next step or submitted for arbitration within the time limits specified for each step, or a mutually extended time, the grievance shall be considered to be decided on the basis of the last decision of the Township and shall not be eligible for further appeal.

If the Township claims that the Association has violated any of the provisions of the Agreement, the Township may present such claim to the Association in writing within thirty (30) days of its occurrence. If the parties fail to settle the Township grievance within thirty (30) days, the Township may file for arbitration in accordance with the provisions of this Agreement.

ARTICLE VI

HOURS OF WORK

A. All members will work two thousand one hundred eighty-four (2,184) hours per year. Every member will work eighty-four (84) hours in each pay period. The commanding officer has the authorization to change the hours of the workday in order to pursue the best interests of the residents of the Township. The present workday consists of twelve (12) consecutive hours with the exception of the School Resource Officer (SRO) and Detective. The SRO will work forty-two hours per week during the school year and in the summer he/she will return to the twelve (12) hour shifts. The Detective will work forty-two (42) hours per week with the shift assignment in accordance with present practice subject to modification based upon the operational needs of the Department. Sick days and personal days for all members, regardless of the date of hire,

shall be based on twelve (12) consecutive hours. Employees engaged in off site training will be credited with working a full twelve (12) hour shift if they have less than three (3) hours remaining on their shift at the end of the training and they call the Director or his designee for authorization of a completed shift due to travel time required to return to headquarters. If such training occurs during a non scheduled work day, the officer will only put in for time actually spent in training.

B. The workday shall not consist of more than twelve (12) hours consecutively, except as agreed to in Article VII – Overtime section. This shall not preclude employees being required to work additional hours should the appropriate police authority deem an emergency to exist and where the assignment would be essential for the safety and well being of Mansfield Township. Any member required to work extra duty shall be entitled to time and one-half compensation per Article VII – Overtime section. In any event, no employee shall be required to work more than sixteen (16) hours consecutive, unless necessary in the performance of their duties.

C. An officer serving in the School Resource Officer Unit shall work a minimum of eighty-four (84) hours on a bi-weekly basis. Shifts worked by officers in the SROU shall be flexible at the discretion of the Unit Head to permit proper follow up with school related investigations and to address school related issues.

D. An officer assigned to the Detective Bureau shall work a minimum of eight-four (84) hours on a bi-weekly basis. The shifts worked by officers in the Detective bureau shall remain flexible for the purpose of conducting investigations. In any event, no employee shall be required to work more than sixteen (16) hours consecutively unless necessary in the performance of his/her duties.

ARTICLE VII**OVERTIME**

- A. It is agreed that all overtime shall be paid at the rate of time and one-half to all full-time members of the Police Department when performing their respective duties in excess of eighty-four (84) hours per pay period, as outlined in Article VI. For the purpose of calculating overtime, sick time will be counted as hours worked.
- B. Employees shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police or his designee.
- C. It is agreed by both parties that any and all need for extra patrol for special events within the Township of Mansfield or regular duty patrols shall be offered by a rotation to the full-time employees, in order of seniority, of Mansfield Township Police Department, prior to offering any Special Law Enforcement Officer overtime, when such needs arise.
- D. It is agreed by both parties, that in the event an officer's scheduled shift becomes vacant for any reason, including sick out, vacation, personal, bereavement, or work related training, the shift shall be offered to another Association member, payable at the compensation rate of time and one-half of the rate of the day, and not offered to any Class I or Class II Special Law Enforcement Officer until said shift is offered to each and every Association member, in order of seniority. This is to be kept in force by the Chief of Police, or his designee, in accordance with the Call-In Policy prepared by the Association. The Call-In Policy shall be implemented and modified after being approved by the Chief of Police.

Effective January 1, 2010 the Director (or the Chief of Police as the case may be) or his designee may reschedule employees upon notice of one (1) week or more to fill a vacant shift or part thereof, but such shift change shall not be ordered more than two (2) times per year per officer and those two (2) shift changes shall be related to training. Effective January 1, 2011 the Director (or Chief) or his designee may reschedule employees upon notice of one (1) week or more to fill a vacant shift or part thereof, but such shift change shall not be ordered more than three (3) times per year per officer and two (2) of those shift changes must be related to training whereas one (1) such shift change may be in the Director's (Chief's) discretion.

E. The following provision shall govern, CALL-IN: All full time employees shall be guaranteed a minimum of two (2) hours pay at time and one-half when called in for duty. A Call-In for duty is defined as the summoning by notification of an off-duty employee to report for duty at a time other than his regular scheduled shift, this includes, but is not limited to, departmental meetings.

F. A full time police officer pending disciplinary action or hearing during his/her off-duty hours shall be compensated time and one-half in presenting his/her defense with a guarantee of not less than two (2) hours of overtime pay when it falls outside the normal scheduled hours of such employee. Every effort shall be made to dispose of such matters during the patrolman's regularly scheduled hours.

G. It is agreed that if any member makes a lawful arrest while he/she is off duty, he/she shall be compensated at a rate of time and one-half. Any and all court time, interviews with witnesses and attorney consultations shall be paid at the rate of time and one-half when it falls outside the normal scheduled hours of such employee. Every effort

shall be made to dispose of such matters during the patrolman's regularly scheduled hours.

H. Comp time is defined as time off from work granted to an employee in lieu of overtime pay. It shall be earned based upon the time earned over the bi-weekly eighty-four (84) hour work period. It is agreed that any member of the School Resource Officer Unit may request comp time in lieu of overtime pay for hours worked beyond the eighty-four (84) hour bi-weekly time period. The comp time shall be requested only for school related hours worked. Comp time shall be computed at a rate equal to an hour per hour basis with time rounded forward to the nearest 1/4 hour. Comp time accumulated must be used by the end of the academic year it was accrued.

ARTICLE VII

SICK LEAVE

A. Sick leave herein is defined to mean absence from duty of employee because of personal illness by reason of which said employee is unable to perform the usual duties of his/her position, exposure to contagious disease, short period of emergency attendance upon a member of his/her immediate family who is ill or required medical treatment. All full time employees shall be entitled to sick leave as follows:

<u>Time of Employment</u>	<u>Number of Sick Leave Days</u>
First six (6) months	One-half (1/2) day per month
After six (6) months of employment	Ten (10) days per year

B. If an employee is absent for three (3) consecutive working days for any reason set forth in the above Section A, the Director or Chief or Township may require acceptable medical evidence such as a doctor's certificate.

The nature of the illness shall be stated on the doctor's certificate, unless it is confidential between the doctor and the patient. In this event, the doctor must give a certificate to return to work. The Township reserves the right at all times to verify any alleged illness.

C. Sick leave claimed by reasons of quarantine or exposure to contagious disease may be approved on the certificate of the County Department of Health.

Additional Sick Leave

After five (5) years of full time service on the Mansfield Township Police Department and the employee is off for an extended period of at least fourteen (14) days of illness or injury, neither of which is job related, and upon using all of his/her sick leave, personal time and vacation, he/she will receive compensation according to the Township's short term disability policy as follows:

- When disability is received by the employee, the employee will sign and turn over the check to the Township Finance Department.
- The Township will in return continue to pay the employee his/her full salary for the duration of the disability period as defined by the Township disability coverage.

ARTICLE IX

VACATIONS

A. For the first six (6) months of employment: no vacation. After completion of six (6) months of employment the following schedule will apply:

<u>Time of Employment</u>	<u>Number of Vacation Days</u>
After 6 months	5 Days
2 nd year through 6 th year	10 Days

7 th year through 12 th year	13 Days
13 th year through 18 th year	17 Days
19 th year through 23 rd year	21 Days
Beginning 24 th year	25 Days

The number of hours of vacation for all members will be calculated as one (1) day = twelve (12) hours.

B. An employee's length of service on his/her anniversary date determines the number of vacation days they will be awarded for that year.

C. Vacation time is posted to a member's account in the anticipation of continued employment. Should employment terminate prior to the end of the calendar year, an adjustment will be made in the member's final paycheck and/or the member may be liable for the compensation received for any compensation time used which was not earned.

D. Notice of approval or disapproval of the requested vacation shall be given within seven (7) days from the time request is submitted to the Director or Chief or his designee. Approval will be given in writing within the required time frame. Scheduling of three (3) consecutive weeks must be brought to the attention of the Director or Chief for approval. If after the seventh (7) working day the employee has not received approval or disapproval of the requested vacation, it shall be considered approved. This provision applies to seven (7) days or less. These requests must be made at least seven (7) days before the first (1st) day of the vacation sought by the employee. One (1) vacation day may be requested at any time.

E. If the employee is ordered into work on scheduled days off in conjunction with a vacation day or days, he/she will receive the overtime specified in this Agreement.

F. Upon request of vacation time, should a conflict with another employee arise, seniority shall prevail. Seniority shall be based upon employee's appointment date. Approval shall be based on request date.

G. At the end of each calendar year, any unused vacation days will carry over and be added to the balance of the following year. Any days carried over from the previous year, must be taken within the current year.

ARTICLE X**HOLIDAYS**

A. All full time officers covered under this Agreement shall continue to receive thirteen (13) paid holidays per year. Payment for holiday pay will occur annually with the first paycheck in December for that year's holiday pay. For the purposes of calculating the holiday check, a holiday shall be defined as being eight (8) hours in length.

B. Police officers who work on any holiday shall be paid at time and one-half for all work performed on such holiday. This will be added to the officer's next paycheck.

The presently designated holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Day before Christmas Day
13. Christmas Day

Upon mutual agreement between the Township and the employees covered under this Agreement, the holidays specified above may be changed to alternative days, but the number of holidays shall remain 13 days.

ARTICLE XI**COURT APPEARANCES**

Appearances in any court by off-duty employees will be paid a minimum of two (2) hours at time and one-half of the officer's hourly rate. Should transportation be required to make the appearance at a court outside of the Township, the Chief of Police at his/her option may designate a Township motor vehicle.

ARTICLE XII**BEREAVEMENT LEAVE**

A. In the event of death of the officer's spouse or child, the officer shall be granted ten (10) days off, at his/her regular rate of pay. This leave shall not be deducted from any other leave, and shall be granted without prejudice as many times as may be necessary during any given calendar year. Bereavement leave is allocated on a day for day basis in accordance with the regular work schedule of the officer.

B. In the event of the death of the officer's father, mother, brother or sister (including in-laws), the officer shall be granted five (5) days off, at his/her regular rate of pay. This leave shall not be deducted from any other leave and shall be granted without prejudice as many times as may be necessary during the calendar year.

C. In the event of death of the officer's grandparents, grandchildren, uncle or aunt (including in-laws) the officer shall be granted two (2) days off, at his/her regular rate of pay. This leave shall not be deducted from any other leave, and shall be granted without prejudice as many times as may be necessary during the calendar year.

D. The above family member need not be residing with the employee of the Township of Mansfield to receive such leave.

E. Additional time off (without pay) may be granted at the sole discretion of the Director or Chief where he deems it appropriate and/or necessary.

ARTICLE XIII

SALARIES

All members are recognized as hourly employees. The hourly rate is calculated by adding the member's respective step amount and longevity, then dividing that sum by 2184 hours. The base compensation amount for each of the classifications shown below is reflected as an annual base pay and does not include longevity. The base pay for calendar years 2008 through 2011 is as follows:

	2008	2009	2010	2011
	3.5%	3.5%	3.5%	3.5%
Step				
1	35,081	36,309	37,580	38,895
2	47,183	48,834	50,544	52,313
3	51,346	53,143	55,003	56,929
4	55,484	57,426	59,436	61,516
5	59,622	61,709	63,869	66,104
6	63,786	66,019	68,329	70,721
New 7+1200		67,219	69,572	72,007
Sgt. + 4%	66,337	69,908	72,355	74,887
		+1,000	+1,300	+2,120
Sgt. New Step After 2 or more Years as Sgt.		70,908	73,655	77,007

- An officer hired with at least three (3) years full time experience will start at STEP 2.
- A detective will receive a clothing allowance upon appointment in the amount of \$800.00. Effective January 1, 2010 the detective clothing allowance shall be increased to \$1,000.00 and detectives shall be eligible for reimbursement of cleaning expenses upon voucher presentation.

A. It is agreed that full time patrolmen will receive salary increases, based upon the number of steps dictated by the above salary guidelines of the calendar year.

B. All increases for patrolmen shall be effective on their respective anniversary dates.

C. It is agreed upon by both parties that due to the policies that govern municipal government, the employee shall give the employer ample time to adjust for budget changes to coincide with each year(s) salary increases. Said increases shall be paid no later than August 15th of each year with the salary increase(s) being retroactive to January 1 of that year.

D. It is understood by both parties, that should an employee be terminated or resign prior to salary increases being paid to the employee, such pay increases shall be paid to said employee, from January 1 to the date of termination or resignation for the coinciding year(s) this contract is in effect.

E. College Credits – The Township agrees to pay up to a maximum of \$650 per year for college credits earned by the employee for a college course related to law enforcement. The employees will only be reimbursed for college tuition upon successful completion (a C average or higher) for credits in furtherance of degrees related to law enforcement.

F. EMT – The Township agrees to pay permanent employees who obtain and maintain their EMT an additional five hundred dollars (\$500) which shall be included in the officer's base salary. The Township also agrees to pay for the officer to maintain the EMT certification. If the officer does not maintain the EMT certification, the \$500 will be removed from the officer's base salary.

ARTICLE XIV**LONGEVITY**

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

After 5 years of service	\$500.00
After 6 years of service	\$600.00
After 7 years of service	\$700.00
After 8 years of service	\$800.00
After 9 years of service	\$900.00
After 10+ years of service	\$1,000.00

Effective January 1, 2010 each level of longevity pay set forth herein shall be increased by \$200.00.

B. Employee shall have his/her longevity included in his/her regular pay.

C. Longevity pay shall be computed from the original date of employment as an officer in Mansfield Township.

ARTICLE XV**UNIFORM AND EQUIPMENT ITEMS**

A. The Township agrees to continue with the existing uniform maintenance policy. Uniforms will be dry cleaned and repaired at no cost to the officer. Uniforms and equipment will be replaced at the discretion of the Director or Chief or designee in charge.

B. All officers, in order to safely and fully perform their duties as police officers, will be supplied with the following:

1. 3 Summer Class "A" Uniform Sets
2. 3 Summer Class "B" Uniform Sets
3. 3 Winter Class "A" Uniform Sets
4. 3 Winter Class "B" Uniform Sets
5. 5 Mock Turtleneck Shirts embroidered on collar "MTPD"

6. 1 Class "A" Hat with Chin Straps
7. 1 Class "B" Baseball Cap
8. 1 Class "A" Nameplate
9. 1 Pair "Jump" Boots
10. 1 Pair Dress Shoes
11. 2 Breast Badges
12. 1 Hat Badge
13. 1 Police ID (2 part)
14. 1 Wallet ID-Badge Holder with Badge and ID
15. 1 Duty Weapon (Current issue is Sig-Sauer P239, .45 caliber)
16. 3 Magazines for Duty Weapon
17. 1 Off-Duty Weapon (Current issue is Sig-Sauer P220, .40 caliber)
18. 3 Magazines for Off-Duty Weapon
19. 1 Retention Holster for Duty Weapon
20. 1 Pancake Holster for Off-Duty Weapon
21. 1 Handcuff Case
22. 1 ASP Holder
23. 1 OC Spray Holder
24. 1 Duty Belt with Buckle
25. 1 Sam Brown Belt
26. 2 Sam Brown Belt holders
27. 2 Pairs of Handcuffs
28. 1 Handcuff Key
29. 2 Canisters of OC Spray
30. 1 ASP Expandable Baton
31. 1 Level III Ballistic Vest
32. 1 Rain Coat, full length
33. 1 Class "A" Hat raincover
34. 1 Winter Jacket

C. An Officer Request Form will be provided to each officer to fill out to request replacement clothing and/or equipment. (See Appendix "A")

ARTICLE XVI

LEGAL AID

The Township recognizes its obligations under N.J.S.A. 40A:14-155. 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/her official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

1. In order to provide for situations where the member seeks to have the cost of defense paid by the Township, it is agreed that the Association and the Township shall establish a panel of six (6) attorneys and that members of the Association may select one from among those attorneys for their representation. (See Appendix B) 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. In the event the full attorney panel is not available due to conflicts of interest or for any reason, the member may, with the approval of the Township Attorney, choose another to represent him.

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, as confirmed 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, as confirmed 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 as confirmed by the Township Attorney.

5. If an employee charged with an indictable offense who has selected an attorney from the panel and the employee is acquitted or the complaint is dismissed, the Township shall pay the usual customary and reasonable fees as confirmed by the Township Attorney.

6. All fees must bear 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 Finance Office 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 provisions for 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 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 whether on duty or off duty.

ARTICLE XVII

PERSONNEL FILE

A. A personnel file shall be maintained for each employee covered by this Agreement. The personnel file is a confidential record and shall be maintained in the offices of the Township of Mansfield as designated by the Township Committee. The personnel file may be used for evaluation purposes and as a record of the services of the employee with the Township. In the event access to the member's personnel file is necessary, the member will be notified of the individual requiring access and the nature of the inquiry.

B. Upon advance notice and at reasonable times, the member may review his/her personnel file on a quarterly basis and at any time at which a personnel action involving that member is taken or proposed to be taken. An appointment for the review must be made through the Director or Chief or the Township Clerk/Administrator.

C. Whenever a written complaint or disciplinary action concerning a member is to be placed in the personnel file, a copy of the complaint or disciplinary action shall be made available to the member and the member shall have the opportunity to place his/her written comments on the complaint or disciplinary action in the file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. If, however, disciplinary action is taken on any complaint, the member shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files shall be carefully maintained and safeguarded permanently, and nothing placed in the file shall be removed from the file. Removal of any material from a personnel file by any member of the Police Department shall subject that member to appropriate disciplinary action.

E. Police Information Files are separate files from Personnel Files and shall be maintained in the office of the Director or Chief, and all of the above apply for review of such files.

ARTICLE XVIII

DISCHARGE AND SUSPENSION

A. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article V, Grievance Procedure, or in accordance with the applicable State Statutes. In addition, the provisions of N.J.S.A. 40A:14-147 shall apply to such discharge or disciplinary action.

B. In the event an employee is found guilty of any violation of the Mansfield Township rules and regulations and fine or suspension is given to such employee, there shall be no enforcement of said fine or suspension until the employee has exhausted all means of Township's appeal process.

C. If an employee is suspended, he/she shall not lose, during such period of suspension any medical benefits to which he/she would be entitled to on active duty except as may be provided under applicable eligibility regulations of NJSHBP. Such benefits shall include, but not be limited to Health Insurance and Dental Insurance.

D. If an employee is suspended, he/she shall not lose any Holiday benefits if member is made to take a suspension during such time a holiday is recognized in this Agreement. In accordance with Article V, however, if the suspension is for thirty (30) days or more, then said member shall lose that benefit for the period of such suspension.

E. It is agreed by both parties that when an Association member is found guilty of any violation of the Mansfield Township Police Department rules and regulations, the said member, upon notification of said findings will have ten (10) calendar days from the day he/she is found guilty to appeal said findings to the proper authority.

F. It is agreed that when an Association member is charged with any disciplinary action for a violation of the Mansfield Township Police Department rules and regulations and said member is represented by the Union, the Union shall have the right to file a motion for discovery on behalf of the member charged. Upon such notice, any and all documents and evidence that are going to be presented on behalf of the charging party or parties will be sent to the Union President or his/her designee within ten (10) calendar days of said request.

1. No hearing will be held within less than ten (10) calendar days from the date the Union President or his/her designee receives said documents and evidence.
2. No hearing will be scheduled or heard unless said documents or evidence is received by the Union President or his/her designee in accordance with the above section.

3. No new evidence will be presented to any hearing or appeal unless the member and the Union President or his/her designee, first have time to review same, in accordance with this article of the Association contract.

ARTICLE XIX

BILL OF RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner, which is conducive to good order, discipline, and fundamental fairness, the parties mutually agree that the employee is entitled to all of the rights conferred by N.J.S.A. 40A:14 et seq. and include the following rights:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Director or Chief. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his/her Association representatives before being questioned concerning a violation of the Rules and Regulations. This provision shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigation.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

B. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

C. The employer agrees that Special Class II officers shall not be utilized in any capacity that is not consistent with the provisions set forth in N.J.S.A. 40A:14-146

14.

ARTICLE XX**OUTSIDE EMPLOYMENT**

A. An employee may accept and be employed in an occupation off-duty, provided same is not in violation of any Federal, State and County law, or present Rules and Regulations.

B. The employee shall furnish to the Director or Chief a telephone number where the employee can be reached in the event of an emergency. The employee shall also furnish the employer's name and address and the hours the employee expects to be working.

C. The Township agrees to pay the officer performing outside work as envisioned in this Article a minimum of thirty-five dollars (\$35.00) per hour, and said payment will be made by separate check and not included in the officer's payroll check. Effective January 1, 2010 the hourly rate provided for herein shall be increased to \$45.00.

D. "Outside Employment" as used in this Article refers to such employment as necessitates the officer to wear the Mansfield Township Police uniform and to perform the duties or actions resembling police work (e.g. directing traffic, providing security, crowd control), but does not include employment during which the uniform is not worn.

E. Outside employment is to be offered to members based on seniority.

ARTICLE XXI**HOSPITAL, MEDICAL AND DENTAL BENEFITS**

The Township agrees to provide the present medical, hospitalization and dental coverage to each Officer and his/her immediate family. Any change in the medical, hospitalization or dental plan shall be equal to or better than the level of benefits provided

by the current plan, Mansfield Township currently covers 100% of health care coverage through Aetna, Inc., P.O. Box 129, Bluebell, PA 19422. Effective January 1, 2009 the insurance for the Township shall be the State Health Benefits Plan with coverage to be provided under the Direct 15 option of that Plan, including any modifications thereof during the term of this Agreement. This plan shall include medical, hospitalization and prescription coverage for the employee and eligible dependents.

Effective January 1, 2010 all employees covered by this Agreement shall contribute \$10.00 per pay period by way of payroll deduction as a contribution to the cost of said health insurance.

The current dental coverage is 100% preventive services, 80% basic services, and 50% major services. Both basic and major services require a \$50.00 deductible. The dental coverage is provided by Delta Dental, P.O. Box 222, Parsippany, NJ 07054. The Township shall continue to pay 50% of the premium for employee dental coverage and the employee may obtain dental coverage for eligible dependents at his/her option and expense.

In January of each year, employees may elect to opt out of medical coverage, subject to the following provisions:

Employees will be permitted to waive Employee medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

Employees who waive medical coverage will receive a \$1,500.00 yearly stipend in the first pay period in December.

Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during subsequent open enrollment period or unless the employee loses his/her alternative coverage, (i.e. termination of a spouse's coverage). An employee who re-enrolls because of loss of alternative coverage shall resume coverage under the employer's plan within sixty days (60) days after giving notice, or as soon thereafter as is permitted under the insurance then in effect.

ARTICLE XXII

RETIREMENT

A. The Township agrees to pay each employee upon retirement all sick and vacation hours accumulated at one-half officer's hourly rate, not to exceed fifteen thousand (\$15,000.00) dollars.

B. The Township agrees to provide Hospital and Medical Insurance, as well as Dental, to an employee upon retirement, according to Article XXI of this contract.

ARTICLE XXIII

PERSONAL DAYS

A. Each employee covered under this Agreement shall be granted three (3) twelve (12) hour Personal days per year with pay. Request for personal days must be in writing to the Director or Chief or designee. Personal days shall be awarded to each member on January 1st of each year and cannot be accumulated.

ARTICLE XXIV**INJURY LEAVE**

A. Injury leave shall be granted with full pay to employees disabled through an injury or illness as a result of or arising from, and in the course of their respective duties, including but not limited to skin poisoning or infections or contagious diseases.

B. When a workman's compensation check is received by the employee, the employee will sign and turn over the check to the Township Finance Department.

C. The Township in turn shall continue to pay the employee his/her full salary for the duration of said leave.

ARTICLE XXV**FUNERAL EXPENSES**

In the event that an active member of the Mansfield Township Police Department who is covered by this Agreement should die in the line of duty, the Township will pay to the Beneficiary an amount not to exceed \$6,500.00.

ARTICLE XXVI**SAVINGS 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 provision shall be removed from the Agreement and all other provisions shall remain in full force and effect.

ARTICLE XXVII

COMPLETION OF AGREEMENT

This Agreement, made and entered into on this _____ day of _____, 2010, between the Township of Mansfield, County of Burlington, State of New Jersey, and the Mansfield Township Patrolman Association of the Township of Mansfield, County of Burlington, State of New Jersey, is hereby signed and shall be enacted upon the effective date(s) contained within.

ATTEST:

Township of Mansfield
A Municipal Corporation:

Linda Semus, Township Clerk

By: _____
Arthur Puglia, Mayor

ATTEST:

Mansfield Township Patrolman
Association

By: _____
Edward G. Tyler, Jr., President