

COPY

AGREEMENT

between the

Township of Mansfield Patrolman Association

and the

Mansfield Township

2001 - 2003

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AGREEMENT

ARTICLE I

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 Patrolmen's Association (hereinafter referred to as the "Association," "employee," or "member").

In consideration of the mutual promises herein, It Is Hereby Agreed As Follows:

DURATION OF CONTRACT

ARTICLE II

A) This Agreement shall have a term from January 1, 2001 through December 31, 2003, and shall be retroactive to January 1, 2001. If the parties have not executed a successor agreement by December 31, 2003, 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, 2003 or 90 days prior to the expiration of this contract.

RECOGNITION

ARTICLE III

A) The Township herein recognizes the Mansfield Township Patrolmen's Association, as the exclusive representatives for the purposes of collective bargaining negotiations regarding terms and conditions of employment for the Patrolmen/Detective/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.

EQUAL TREATMENT

ARTICLE IV

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. There shall be no such activity during the employee's scheduled working hours, nor shall the employee represent that his or her participation in the above mentioned activities represents the position of the Township of Mansfield.

GRIEVANCE PROCEDURE

ARTICLE V

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 employee's 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 (3). A grievance may be raised by an individual or the Association at the request of and on behalf of an individual or group of individuals.

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 are the maximum. The time limits may, however, be extended by mutual agreement. Grievances must be filed by the aggrieved member 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 Chief of Police or his/her 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 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 aggrieved within ten (10) calendar days may file for arbitration within 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 within 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 to 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 Townships grievance within thirty (30) days, the Township may file for arbitration in accordance with the provisions of this Agreement.

HOURS OF WORK

Article VI

A) The present workday consists of 12 consecutive hours. The Chief or Lieutenant in charge has the authority to change the hours of the work day, in order to pursue the best interests of the residents of the Township of Mansfield. If the Chief or Lieutenant change the hours of the workday, to an 8 or 10 hour shift or any other type of shift, it is agreed that the officers hired prior to September 1, 2001 will not lose their benefits as provided for specifically in vacation, and such benefits shall be calculated based upon a twelve hour shift. All employees hired after September 1, 2001 shall have vacation days based on an eight (8) hour shift. Sick days, bereavement leave and personal days for all officers, regardless of the date of hire, shall be based on the number of hours of the assigned shift when the time is used (i.e., If the employee is assigned to a 12 hour shift, the day will be based on a 12 hour shift; if the employee is assigned to an 8 hour shift, the day will be based on an 8 hour shift). Holiday pay for all employees is defined in Article X.]

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 appropriate police authority deem an emergency to exist, where the assignment would be essential for the safety and well-being of Mansfield Township.

In any event, no employee shall be required to work more than sixteen (16) hours consecutive, unless necessary in the performance of their duties.

Any member required to work extra duty shall be entitled time and one-half compensation per Article VII Overtime section.

OVERTIME

Article VII

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 (80) hours per pay period, as outlined in Article VI. However, if the pay period changes to eighty four (84) hours, then overtime will commence after eighty four (84) hours. For the purposes of calculating overtime, sick days will be counted as days worked.

B) Employees shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police or Lieutenant in charge.

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 a part time member overtime, when such needs arise.

D) It is agreed by both parties, that in the event of call out for sick, emergency or vacation time, and a shift patrol shall become vacant at that time, the next available full time employee shall be offered to work that shift, payable at the compensation rate of time and one-half, and not offered to any seasonal or part-time employees until such request is offered to each and every full-time police officer, in order of seniority, employed by the Township of Mansfield Police Department. This is to be kept in force by the Chief of Police, or Lieutenant in charge, provided however, that such extra duty shall be limited to one overtime period per patrolman per pay period, and if additional coverage is needed the next senior in line shall be offered same until each patrolman is considered in turn.

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 for this purpose: Called 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 including, but 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.

SICK LEAVE

Article VIII

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 and/or required medical treatment of an emergency nature. All full time employees shall be entitled to sick leave as follows:

Time of Employment

Number of Sick Leave Days

First six (6) months

one-half day per month

After six (6) months of employment

Ten (10) days per year

14 proposed

B) If an employee is absent for three (3) consecutive working days for any reason set forth in the above section A, the Chief of Police 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 time 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 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 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.

VACATIONS

Article IX

A) For the first three months of employment: no vacation. Thereafter for every three months following the first three months of employment: one day, until the employee reaches his or her first anniversary date of the year following employment, at which time the following schedule shall take place:

<u>Time of Employment</u>	<u>Number of Vacation Days</u>	
Up to one year.....	5 Days	<i>Proposed</i> 7
2 nd year through 6 th year.....	10 Days	12
7 th year through 12 th year.....	15 Days	17
13 th year through 18 th year.....	20 Days	22
19 th year through 23 rd year.....	25 Days	27
Beginning 24 th year.....	30 Days	32

- See Appendix "A" for the number of hours of vacation.

B) An employee's length of service on his or 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 Chief of Police or Lieutenant in charge. 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 Chief of Police 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.

HOLIDAYS

Article X

A) Effective January 1, 2001 all full-time officers covered under this Agreement shall receive thirteen (13) paid Holidays per year. Payment for Holiday pay will occur annually with the first payroll in December for that year's Holiday pay.

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 available paycheck.

The presently designated holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's 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 an alternative days, but the number of holidays shall remain 13 days.

C) For purposes of this Agreement, a Holiday shall be defined as being eight (8) hours in length.

COURT APPEARANCES

Article XI

Appearances in any court by off duty employees, will be paid a minimum of two (2) hours at time and one-half of the officers 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.

BEREAVEMENT LEAVE

Article XII

A) In the event of death of the officer's Spouse or Child, the officer shall be granted ten (10) calendar days off, with 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.

B) In the event of death of the officer's Father, Mother, Brother, or Sister (including In-laws), the officer shall be granted five (5) calendar days off, with 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 the officer shall be granted two (2) calendar days off, with 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 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 Chief of Police where he deems it appropriate and/or necessary.

SALARIES

Article XIII

The annual base salary for each of the classifications shown, for the calendar years 2001 through 2003 are as follows:

<u>CLASSIFICATION</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
STEP #1	\$30,135.00	\$31,039.05	\$32,280.61
STEP #2	\$33,210.00	\$34,206.30	\$35,574.55
STEP #3	\$36,285.00	\$37,373.55	\$38,868.49
STEP #4	\$39,360.00	\$40,540.80	\$42,162.43
STEP #5	\$42,435.00	\$43,708.05	\$45,456.37
STEP #6	\$45,510.00	\$46,875.30	\$48,750.31
SERGEANT	MAX +8%	MAX +8%	MAX +8%

- An officer hired with 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.

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 \$500 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 (\$500.00) 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.

LONGEVITY

Article XIV

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

7-10 years service	\$100.00
10-13 years of service	\$200.00
13 plus years of service	\$300.00

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.

UNIFORM AND EQUIPMENT ITEMS

Article XV

A) The Township agrees to continue with the existing uniform maintenance policy. Uniforms will be dry cleaned and repaired at no cost to the officers. Uniforms and equipment will be replaced at the discretion of the Chief of Police or Lieutenant 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 Uniform Sets
2. 3 Winter Uniform Sets
3. 1 Pair of jump boots
4. 1 Pair of dress shoes
5. 2 Breast badges
6. 2 Hats
7. 1 Hat Badge
8. 1 Duty weapon (45 Sig Sauer Semi-Automatic)
9. 1 retention holster for duty weapon
10. 1 Dress holster for duty weapon
11. 1 Level III bullet proof vest with 5 year life expectancy
12. 5 crew neck embroidered shirts
13. 2 Name plates

14. 1 Off duty weapon
15. 1 Off duty pancake holster
16. 1 Handcuff case
17. 2 Pairs of handcuffs
18. 1 handcuff key
19. 1 Oleoresin capsicum holder
20. 2 Canisters of 10% oleoresin capsicum
21. 3 Magazines for 45 caliber duty ammo
22. 3 Magazines
23. 2 Brass belts buckles
24. 1 Duty belt
25. 1 San brown shoulder belt
26. 2 Hat covers
27. 1 Raincoat, full length
28. 1 Police I.D.
29. 1 Wallet with appropriate badge
30. 1 Jacket (winter)

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

LEGAL AID

Article XVI

A) 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 C.) 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 will 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.

PERSONNEL FILE

Article XVII

- 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 Chief of Police 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 Chief of Police, and all of the above apply for review of such files.

DISCHARGE AND SUSPENSION

Article XVIII

- 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 Civil Service Rules and Regulations and 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 suspensions any medical benefits to which he/she would be entitled to on action duty. Such benefits shall include, but not be limited to, Health Insurance, Dental Insurance. However, if the suspension is for thirty (30) or more days, then the employee shall lose all benefits for the period of such suspension.

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 for 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.

BILL OF RIGHTS

Article XIX

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 Chief of Police. 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 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.

OUTSIDE EMPLOYMENT

Article XX

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

B) The employee shall furnish to the Chief of Police 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 dollars (\$30.00) per hour, and said check will be made by separate check and not included in the officer's payroll check.

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 full-time employees based on seniority.

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Article XXI

The Township agrees to provide the present Medical Hospitalization and dental coverage to each Officer and his/her immediate family. Any changes 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 the family health care, with a \$5.00 doctor co-pay. For prescription drugs, there is a co-pay of \$8.00 for generic brands and \$14.00 for brand names. The Township medical coverage is currently provided by Ameri-Health, P.O. Box 8792, Philadelphia, Pennsylvania 1901-8792, 800-893-7827. There currently is a free exam for vision and glasses, with a \$100.00 allowance for the purchase of glasses and a reduced cost if purchased from Davis Vision, P.O. Box 2270, Schenectady, New York 12301, 888-393-2583. The current dental coverage is 100% preventive services, 80% basic services, with a \$50.00 deductible, and 50% major services, with a \$50.00 deductible through Bollinger, Inc., 830 Morris Turnpike, Short Hills, New Jersey 07078.

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 a loss of alternative coverage shall resume coverage under the employer's plan within sixty (60) days after giving notice, or as soon thereafter as is permitted under the insurance then in effect.

RETIREMENT

Article XXII

- 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 continue to provide Hospital and Medical Insurance, as well as Dental, to an employee upon retirement, according to Article XXI of this Contract.

PERSONAL DAYS

Article XXIII

- A) Each employee covered under this Agreement shall be granted three (3) Personal days per year with pay, provided the employee is absent from work on the day. Request for personal days must be in writing to the Chief of Police or Lieutenant in charge.

Forty-eight (48) hours notice is required, except in the case of an emergency situation. In any case, approval is needed from the Immediate Supervisor or Department Head. **Personal Days cannot be accumulated.**

- B) For the purposes of this Agreement, personal days shall be defined as being eight (8) hours in length for employees who work an eight hour shift, ten (10) hours in length for employees who work a ten hour shift, and twelve (12) hours in length for employees who work a twelve hour shift.
- C) It is agreed upon by both parties that any member of the association who is elected to the position of State Delegate of PBA Local #370, shall be entitled to leave of absence with pay for the PBA state conventions and monthly meetings. Proof of attendance to said conventions shall be provided to the Chief of Police 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.

INJURY LEAVE

Article XXIV

- 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 respected duties, including but not limited to skin poisoning or infections or contagious diseases.
- B) When 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 continues to pay the employee his/her full salary for the duration of said leave.

FUNERAL EXPENSES

Article XXV

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.

SAVINGS CLAUSE

Article XXVI

If any provision of this Agreement is held to be invalid or contrary to Laws 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.


COMPLETION OF AGREEMENT

Article XXVII

This Agreement, made and entered into on this 28th day of ^{November} 2001, Between the Township of Mansfield, County of Burlington, State of New Jersey, and the Patrolmen's 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.

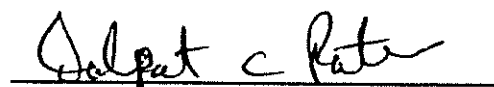
ATTEST:

**Township of Mansfield,
A Municipal Corporation,**



Donna Snyder, Township Clerk
Administrator

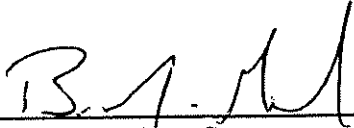
BY



Dalpat C. Patel, Mayor

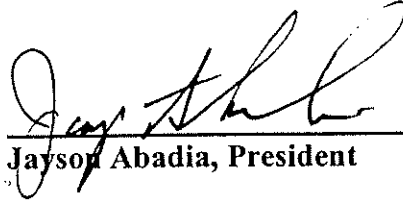
ATTEST:

Mansfield Township
Patrolmen's Association



Brian Gerber, Secretary
11/28/01

BY



Jayson Abadia, President

APPENDIX A

VACATION ENTITLEMENT FOR POLICE OFFICERS FOR YEARS 2001 – 2003

<u>OFFICER</u>	<u>HIRE DATE</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
Abadia	8-17-96	10 days (6 th year) 120 hours	15 days (7 th year) 180 hours	15 days (8 th year) 180 hours
Campbell	8-28-01	5 days (1 st year) 60 hours	10 days (2 nd year) 120 hours	10 days (3 rd year) 120 hours
Gerber	10-23-97	10 days (5 th year) 120 hours	10 days (6 th year) 120 hours	15 days (7 th year) 180 hours
Mulhall	3-26-98	10 days (4 th year) 120 hours	10 days (5 th year) 120 hours	10 days (6 th year) 120 hours
Tyler	11-12-97	10 days (5 th year) 120 hours	10 days (6 th year) 120 hours	15 days (7 th year) 180 hours

All employees hired after September 1, 2001 will be entitled to the number of days eligible in Article IX times eight hours (i.e. first year – 5 days x 8 hours = 40 hours; second year through sixth years – 10 days x 8 hours = 80 hours) in determining the number of hours of vacation entitlement.

MANSFIELD TOWNSHIP POLICE DEPARTMENT

Equipment Requisition Form

The chief of police has 10 days from request date to respond to said request.

Officer's Name: _____ Date of Request: _____

Equipment Requested: _____

Reason for Request: _____

Officer's Signature: _____

APPROVED

DENIED

Reason for Request Being Denied: _____

Reason for Anticipated Delay: _____

Equipment will be replaced within 10 days of request being approved, per the Township's agreement with the Patrolman's Association.

Chief of Police

Date