

AGREEMENT BETWEEN
TOWNSHIP OF SPRINGFIELD
AND
SPRINGFIELD SUPERIOR OFFICERS ASSOCIATION
PBA LOCAL NO. 76A

JANUARY 1, 2020 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE I: RECOGNITION	2
ARTICLE II: MANAGEMENT RIGHTS	3
ARTICLE III: GRIEVANCE PROCEDURE	4
ARTICLE IV: SALARIES	7
ARTICLE V: LONGEVITY	7
ARTICLE VI: RETENTION OF BENEFITS	8
ARTICLE VII: LEGAL AID	9
ARTICLE VIII: DISCRIMINATION OF COERCION	10
ARTICLE IX: PROFESSIONAL GROWTH OF POLICE.....	10
ARTICLE X: INSURANCE	14
ARTICLE XI: DEVIATION FROM WORK SCHEDULE.....	21
ARTICLE XII: CLOTHING ISSUANCE.....	21
ARTICLE XIII: OVERTIME	21
ARTICLE XIV: WORK WEEK.....	23
ARTICLE XV: LEAVE	25
ARTICLE XVI: VACATION	30
ARTICLE XVII: POLICE OFFICER'S BILL OF RIGHTS	32
ARTICLE XVIII: HOLIDAYS	35
ARTICLE XIX: PATROL CARS	36
ARTICLE XX: MISCELLANEOUS	36
ARTICLE XXI: REPLACEMENT	38
ARTICLE XXII: SOA ACTIVITY	38
ARTICLE XXIII: OUTSIDE EMPLOYMENT	39
ARTICLE XXIV: SEPARATE PAYMENT	41
ARTICLE XXV: SAFETY AND HEALTH.....	41
ARTICLE XXVI: CIVIL COURT COMPENSATION.....	42
ARTICLE XXVII: DURATION	42
ARTICLE XXVIII: COMPENSATORY TIME	42

ARTICLE XXIX:SUSPENSION.....	43
ARTICLE XXX: UNION DUES	43

EXHIBIT A: SALARY CHART

EXHIBIT B: HEALTH INSURANCE

KL
JM

AGREEMENT

THIS AGREEMENT, made this 11th day of May, 2021, between **THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SPRINGFIELD**, hereinafter referred to as the "Township" or "Employer," and **SPRINGFIELD SUPERIOR OFFICERS ASSOCIATION LOCAL NO. 76A**, herein after referred to as the "SOA" or "Association."

WITNESSETH:

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

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

DEFINITIONS

- (A) "Continuous service" shall mean employment with the Employer without actual interruption due to resignation, retirement, removal, or unauthorized leave.
- (B) "Grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement or any policy, agreement, including but not limited to disciplinary matters or decisions affecting terms and conditions of employment covered by this Agreement. "Grievance" shall not include disputes concerning letters of counseling.
- (C) "Immediate family" shall mean a covered employee's spouse, parents and grandparents, children and grand-children, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. In-laws are for current only. Adopted, half, and step-members are also included in immediate family.

116
JM

(D) "Recall" shall mean when an officer is required to return to service after having completed a scheduled work period and having left headquarters and the reason for the recall not being known prior to the officer leaving. Regular schedule variations and changes in shift assignments shall not be considered a recall. This does not pertain to the "recall" function during any modified schedule due to a State of Emergency.

(E) "Unauthorized leave" shall mean absence without leave or AWOL occurring when an employee fails to attend work without (1) the absence being authorized or (2) the absence being a genuine sickness absence in accordance with Article XV, Section 2 (Sick Leave).

(F) "Unscheduled work," as determined by the Chief of Police or his/her designee and as set forth in Department Regulations, shall mean, but not be limited to, work or action necessary at the site of an emergency to restore or deliver essential services including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, abating life- threatening conditions, or a state of emergency declared by a governing agency.

ARTICLE I

RECOGNITION

The Employer hereby recognizes the aforementioned SOA as the exclusive representative for all its Sergeants and Lieutenants in its Police Department in Springfield, New Jersey, but excluding the Chief of Police, Police Captains, and all other employees. The members of the SOA are hereinafter referred to as employees, Police Officers or members.

The Township agrees not to enter into any contract or agreement with any member of the

KL
JM

Department covered herein that in any way conflicts with the Recognition Clause of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

The SOA recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

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

- (A) The executive management and administrative control of the Township and its properties and the facilities and activities of its employees by utilizing personnel, methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
- (B) To make rules of procedure and conduct to introduce and use new and improved methods and to determine work schedules to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
- (C) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
- (D) To suspend, demote, discharge or take any other appropriate disciplinary

1cc
JM

action against any employee.

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1

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

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

STEP 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, they may file a written grievance with the Chief of Police or, in his/her absence,

166
JM

a representative designated by him/her. A meeting on the written grievance shall be held within five (5) working days after the filing of the written grievance with the Chief of Police or his/her designated representative. A written decision shall be rendered within five (5) working days.

STEP 3: If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred to the Administrator and/or the Administration Sub-Committee of the Township Committee or its designee. The meeting between the Administrator and/or the Administration Sub-Committee or designee and the SOA shall take place within ten (10) working days of the date the grievance is forwarded to Step 3, unless a later date is agreed to by the parties. If the meeting is not held within ten (10) working days or if no later date is set, the SOA may proceed to Step 4. The Administrator or the Administration Sub-Committee or designee shall render a written decision within fifteen (15) working days of the date of the meeting.

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

SECTION 2

The time limit specified in this Grievance Procedure shall be construed as fifteen (15) working days. However, this may be extended upon mutual agreement between the parties.

SECTION 3

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

16
SM

SECTION 4

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

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

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

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

SECTION 5

The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of-the-essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or their designees.

For purposes of this Grievance Procedure, the term "working days" shall exclude Saturdays, Sundays, holidays, and any days on which the Township is not open to the public.

14
JW

ARTICLE IV

SALARIES

SECTION 1

Salary schedules in Section 1 are revised to provide for a 2% increase in salary for each year of the Agreement as set forth in the attached Exhibit A.

SECTION 2

The four (4) most senior Sergeants shall have their annual rate of compensation increased by a \$1,000.00 stipend. This stipend shall be fixed and not subject to annual increases. This stipend shall be considered pensionable and part of the biweekly pay. The stipend shall be used for all computation purposes (overtime, daily rate, hourly rate, etc.).

ARTICLE V

LONGEVITY

SECTION 1

(A) For all members hired before 12/16/1998, in addition to the salaries for officers set forth in Article IV of this Agreement, a longevity payment shall be made as hereinafter fixed and determined. Such longevity pay is to be considered as additional compensation based upon length of service of covered employees who were employed by the Township as of December 16, 1998. Employees shall receive longevity as part of their regular base pay in accordance with the following schedule:

<u>YEARS OF COMPLETE SERVICE</u>	<u>PERCENTAGE</u>
5 years	2%
9 years	4%
13 years	6%

1a
Jm

17 years	8%
19 years	10%
20 years	11%
21 years	12%

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

(B) All employees hired on or after January 1, 2004 shall not be afforded longevity as under this collective negotiations agreement.

SECTION 2

The period of employment shall be computed from January 1st of the year of taking office, appointment, or employment unless the said date of hire was subsequent to June 30th, in which case the calculation shall be computed from January 1st of the following year.

ARTICLE VI

RETENTION OF BENEFITS

SECTION 1

Except as otherwise provided, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Township during the term of this Agreement. This means that any benefits not discussed by this Agreement are kept by employees so long as such benefits meet the standard established by this section. That is, in order for a "benefit" to be enforceable hereunder, it must be one which meets the following criteria: (a) the benefit asserted must be clearly defined; (b) the benefit must have been in existence for a reasonable period of time; (c) the benefit must have been consistently applied; and (d) the benefit must have been mutually accepted by both parties as the normal response for the circumstances

16
Jm

involved.

SECTION 2

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VII

LEGAL AID

The Township will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of N.J.S.A. 40A:14-155, which requires the Township to provide the necessary means of defense to any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of their duties. The employee may select counsel of their own choosing and the Township shall pay such counsel a reasonable fee for their services, except in cases where counsel is provided under insurance coverage maintained by the Township. The parties hereby define a reasonable fee to be \$160.00 per hour, or the regular hourly rate of the Township's attorney, whichever is higher. If the hourly rate of the attorney selected by the employee exceeds the reasonable fee as defined above, or the number of hours spent on the matter exceeds a reasonable amount of time, such excess fee shall not be the responsibility of the Township but instead shall be the responsibility of the employee. The parties hereby define "reasonable amount of time" as the amount of time that is fairly required to do whatever is required to be done, conveniently under the permitted circumstances. The provisions set forth herein which define reasonable attorney fees shall also be applicable if the Township becomes responsible for "reimbursement" to the employee for reasonable expense of his/her defense in disciplinary or criminal proceedings instituted by the Township as provided for in N.J.S.A. 40A:14-155. This

10/24

shall be subject to re-evaluation upon the conclusion of this Agreement.

ARTICLE VIII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the SOA shall discriminate against any employee because of race, creed, color, age, sex (including pregnancy), national origin, nationality, ancestry, familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability (including perceived disability, and AIDS and HIV status).

ARTICLE IX

PROFESSIONAL GROWTH OF POLICE

SECTION 1

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

\$390.00 per annum for 30 credits

\$520.00 per annum for 40 credits

\$650.00 per annum for 50 credits

\$780.00 per annum for 60 credits

\$1,100.00 for an Associate's Degree.

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

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

Notwithstanding anything to the contrary set forth above, commencing January 1, 1976 and each year thereafter, every officer who attains a Bachelor's Degree from a recognized college in an accredited course of study in Police Science or Criminal Justice, approved by the Chief of Police, shall be paid additional salary in the sum of \$150.00 per annum, in addition to the payment for credits set forth in the previous paragraphs, for a total of \$1,250.00.

Commencing January 1, 2020 and each year thereafter, every officer who is already receiving additional salary for a Bachelor's Degree or who earns a Bachelor's Degree in Police Science or Criminal Justice, and then attains a Master's Degree from a recognized college in an accredited course of study in Police Science or Criminal Justice approved by the Chief of Police, shall be paid additional salary in the sum of \$140.00 per annum, for a total of \$1,390.00.

Law school and/or a Juris Doctor degree shall not be considered a covered course of study.

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

SECTION 2

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

KC
DM

SECTION 3

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

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

SECTION 4

Any Police Officer, who intends to attend school for the purpose of obtaining a degree in Police Science or degree in Criminal Justice, should make their intention known to the Police Chief no later than August 1st of the year prior to the school year, along with an estimated cost of tuition and book expenses. Any such officer, who may also be applying for and/or receiving military educational benefits, or any other type of financial assistance for his/her education, are to make this information known to the Chief of Police when making known their intention to attend schooling. The Township will allocate \$15,000.00 per year to be used for tuition and book reimbursement only. The reimbursement will be less any other educational assistance that the officer may receive. Tuition reimbursement shall be equalized each year amongst the officers who properly submit a request for reimbursement. Per credit reimbursement shall be limited to the New Jersey resident part-time tuition per credit cost for Rutgers University. The \$15,000.00 allocation shall apply to both the PBA and SOA bargaining units combined. Reimbursement shall only be made for those courses/books that are required for the Police Science degree or Criminal

10/5

Justice degree, and that have been approved, in writing, by the Chief of Police. Textbooks purchased pursuant to this provision will be maintained, after completion of use, in the Police Department Library. Members will be paid/reimbursed the cost of their tuition and books, in accordance with the above allocation, upon successful completion of each semester.

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

To qualify for tuition benefits, the officer must be employed by the Township for the entire semester for which they are claiming benefits. An employee who resigns, or is terminated from the Township within two (2) years from the completion of any degree and/or from receiving any reimbursements shall repay the Township all reimbursements provided by the Township. This does not apply to employees retiring who have completed a minimum of eighteen (18) years with the Township and a minimum of twenty-five (25) years credit in State or local pension systems in New Jersey.

SECTION 5

Any member who began pursuing a degree in Public Administration or Criminal Justice as allowed under the previous contract shall be entitled to continue to pursue that degree and shall receive the benefits as stated in Section 4 pursuant to the previous contract, if:

- i. the Chief previously approved the course of study; and
- ii. the member began courses of study prior to the effective date of the new contract.

Any member who began pursuing, as stated in this Section, and attains a Master's Degree in Public Administration or Criminal Justice shall receive the Master's Degree stipend only if the member is currently receiving a stipend for a Bachelor's Degree.

WFS

Those members already receiving payments for advanced degrees in Public Administration or Criminal Justice shall continue to receive those payments under this Agreement.

ARTICLE X

INSURANCE

SECTION 1

The Employer shall provide full-time, non-seasonal employees under this Agreement with major medical insurance and prescription coverage as provided by the New Jersey State Health Benefits (or equal to or better) as well as vision and dental coverage, to all eligible employees, their spouse, and any other qualifying dependents, whose regular schedule provides for work of not less than 25 hours per week. Vision and dental coverage shall be provided at no cost. All members shall contribute towards health benefits pursuant to State law, including but not limited to the amounts set forth by N.J.S.A. 52:14-17.28c, as if fully implemented, unless a different amount is required by law. The Township and the SOA both recognize this provision as valid and binding notwithstanding any sunset of Chapter 78 or whether that law remains effective; it is the parties' intent for the guidelines incorporated herein to be applicable to this Agreement. Health insurance carriers and calculations for employees' contributions are listed in Exhibit B.¹

The Township shall provide the Association with a minimum of thirty (30) days' notice of a change of insurance carriers.

Effective 1/1/2020 prescription co-pays for all members shall be:

¹ The insurance carrier chart that forms part of Exhibit B, titled "LOCAL GOVERNMENT ACTIVE GROUP MEDICAL PLAN DESIGN – PLAN YEAR 2021," is as obtained from the New Jersey Division of Pensions & Benefits (the "NJDPB") on December 31, 2020. The parties understand and acknowledge that this material may be updated and revised time-to-time by the NJDPB during the life of the Agreement.

14/11

\$3.00 Generic

\$25.00 Brand Name

\$44.00 Formulary

Effective 1/1/2020 mail order prescription co-pays for all members shall be:

\$5.00 Generic-90 Day Supply

\$15.00 Brand Name - 90 Day Supply

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

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

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

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

When a legal dependent is verified to present "special needs" concerns (as the term is understood within the fields of medicine or psychology to describe individuals who require assistance for disabilities that may be medical, mental, or psychological), then the Township shall pay the premium of health insurance for any such dependent from the date of death of the member until the legal dependent (A) reaches senior citizen age or (B) obtains benefits equal to or better than the health insurance provided by the Township.

16-57

SECTION 2: SURRENDER

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

Surrender for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall so be covered unless and until such time as an employee shall affirmatively notify the Township to the contrary. All employees who opt out of the Township's health insurance shall be paid \$5,000.00 or 25% of the cost savings to the Employer, whichever is less. Once determined, the annual stipend shall be paid in their bi-weekly compensation. Additionally, this stipend shall be prorated where applicable.

The stipend received from opting-out of coverage shall not be pensionable.

SECTION 3: RETIREE HEALTH BENEFITS

All subsections hereunder refer to members retiring on or after January 1, 2020.

(A) Retiree health benefits as provided under this Section shall consist of the following forms of coverage: major medical (including prescription), vision care, and dental care. Any and all plans are subject to limitations such as deductibles, co-pays, and reasonable and customary charges for a specific region. The Township of Springfield's liability to any retiree shall never exceed the premium paid to the carrier for providing the coverage set forth above. The Township of Springfield reserves the right to change insurance carriers and types of insurance coverage for the retirees at any time, so long as the benefits provided are equal to or better than the benefits previously provided.

(B) In accordance with Chapter 2, P.L. 2010, all unit employees who have become members of a State of New Jersey or locally administered retirement system on or after May 21, 2010 are required to contribute a minimum of 1.5% of their monthly retirement allowance toward health benefits. This subsection is only applicable to those members retiring under subsections (D), (E), (F), and (G). For all members required to contribute towards the cost of their health benefits, except as provided in subsection (F), no member's contribution towards the cost of health benefits under this section may exceed 1.5% of their monthly retirement allowance.

(C) Upon retirement of a member who became a member of a State of New Jersey or locally administered retirement system on or before May 20, 2010, hired on or before December 31, 2014, and in good standing, who has successfully completed a minimum of eighteen (18) years of continuous service with the Township of Springfield and has at least twenty-five (25) years of credits in local or State pension system in New Jersey, or upon retirement on a disability, then the member shall be afforded medical coverage for his or her life by the Township paying the cost of the premiums for medical coverage provided in subsection (A) and subject to the same rights and restrictions of the Township set forth therein.

(D) All members hired on or before December 31, 2014, who have become members of a State of New Jersey or locally administered retirement system on or after May 21, 2010, and in good standing, who have successfully completed a minimum of eighteen (18) years of continuous service with the Township of Springfield and has at least twenty-five (25) years of credit in local or State pension systems in New Jersey, or upon retirement on a disability, shall be afforded medical coverage for his or her life as set forth in subsection (A), subject to the restrictions and rights of the Township set forth therein, and shall contribute towards the cost of coverage as set forth in subsection (B).

16/5/1

(E) Members hired after December 31, 2014, and before the execution date of this Agreement (upon signing and ratification of this Agreement by both Parties), and in good standing, who have completed a minimum of twenty-five (25) years with the Township and a minimum of twenty-five (25) years credit in State or local pension system in New Jersey, or upon retirement on a disability, shall be afforded medical coverage as provided in subsection (A), subject to the restrictions and rights of the Township set forth therein, for a period commencing upon retirement to the date when he/she becomes eligible for Medicare by the Township paying the balance of the cost of premiums for medical coverage and the Member contributing toward the cost of coverage as set forth in subsection (B).

In the event that a member retiring under this subsection (E) became a member of a State of New Jersey or locally administered retirement system on or before May 20, 2010, then that member shall be afforded medical coverage as provided in subsection (A), subject to the restrictions and rights of the Township set forth therein, for a period commencing upon retirement to the date when he/she becomes eligible for Medicare by the Township paying the cost of the premiums for medical coverage. Any such members will not be required to contribute towards medical coverage as provided in subsection (B).

(F) Members hired after the execution date of this Agreement (upon signing and ratification of this Agreement by both Parties), and in good standing, who have completed twenty-five (25) years with the Township and a minimum of twenty-five (25) years credit in State or local pension system in New Jersey, or upon retirement on a disability, shall be afforded medical coverage as provided in subsection (A), subject to the restrictions and rights of the Township set forth therein, for a period commencing upon retirement to the date when he/she becomes eligible for Medicare by the Member contributing either 10% of the cost of premiums for medical

16
5/11

coverage, or contributions as set forth in subsection (B), whichever is greater.

(G) Members hired after December 31, 2014, and in good standing, shall have the option of retiring after a minimum of twenty-two (22) years with the Township and a minimum of twenty-five (25) years credit in State or local pension system in New Jersey as set forth above, however, in the event Members exercise this option to retire upon completion of twenty-two (22) years of service with the Township, they shall forfeit Terminal Leave as set forth in ARTICLE XV, Section 6. Any member that retires as provided in this subsection (G) shall be afforded medical coverage as provided in subsection (A), subject to the restrictions and rights of the Township set forth therein. The contribution rate and the duration of medical coverage under this subsection shall be determined as provided in either subsection (E) or subsection (F), as would be applicable to the member had he/she completed twenty-five (25) years with the Township.

(H) Regarding members hired on or before December 31, 2014 and qualifying for coverage under either Section 3(C) or Section 3(D), certain insurance carriers will require that their participants join Medicare or its equivalent at certain times during the participant's coverage. Any and all current or future stipulations or limitations required by the then Insurance Carrier providing coverage to the retiree and/or spouse and/or children must be adhered to. If lack of compliance with the limitations or stipulations causes a decrease in coverage, then the Township of Springfield shall be held harmless and the employee's benefits shall be reduced by the amount of benefits that would have been received had these provisions been complied with. The retiree must be provided with written notice of any such stipulations prior to them being enforced against the retiree. The Township of Springfield will reimburse the retiree for his/her share of Medicare Part B premiums which are required by Medicare or its equivalent.

(I) If the retiree is married at time of retirement, the Township shall pay the premium

10/15/14

for his or her spouse for the same levels of coverage as provided in subsection (A). The Township reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their respective spouses, so long as the benefits are equal to or better. The Township's liability to any retiree's spouse shall never exceed the premium paid to the carrier for providing the coverage. If the retiree marries after retirement, the Township shall not afford the retiree's spouse any health benefits coverage. The retiree shall only be afforded single coverage, or parent/child coverage if Section (J) applies. The Township shall cease paying premiums for the spouse when the spouse first becomes eligible for Medicare.

(J) If the retiree has children, adopted and/or natural/biological, at the time of retirement or after retirement, and if the children are deemed to be eligible dependents of the retiree, as defined by the retiree's insurance carrier, then the Township will pay the premiums for the retiree's children or adopted children at the same levels of coverage as provided in subsection (A) and contributions as set forth in subsection (B), except for those members retiring under subsections (C), or members retiring under subsection (E) that became a member of a State of New Jersey or locally administered retirement system on or before May 20, 2010 from whom no contributions are required. The Township reserves the right to change insurance carriers and types of insurance coverage at any time for the retirees and their eligible dependents, so long as the benefits are equal to or better. The Township's liability to any retiree's eligible dependents shall never exceed the premium paid to the carrier for providing the coverage. In no event will coverage be afforded to eligible dependents beyond the age of twenty-six (26). Any individual who is a dependent of an employee and has been determined by the federal government, the State, or insurance carrier to be a person with special needs shall remain a dependent of the employee, regardless of age.

16-5-1

SECTION 4: Life Insurance.

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

ARTICLE XI

DEVIATION FROM WORK SCHEDULE

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

ARTICLE XII

CLOTHING ISSUANCE

If part of any officer's uniform is damaged, other than through the normal wear and tear, in the line of duty, the Township shall replace it. As of July 26, 2005, uniform allowances were included in base salary.

ARTICLE XIII

OVERTIME

SECTION 1

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

SECTION 2

16 5/2

In the event an employee is recalled to duty, the employee shall be entitled to a minimum of three (3) hours overtime. Thereafter, the employee shall be paid pursuant to Section 1 above for actual time worked.

SECTION 3

In the event an employee continues on duty beyond their normal tour of duty, the employee shall be entitled to overtime compensation for a minimum of one (1) hour. Thereafter, he/she shall be paid pursuant to Section 1 of this Article for actual time worked.

SECTION 4

Employees shall not be paid any overtime in excess of their normal work schedule under this Article unless authorized by the Chief of Police, the shift commander or in case of an emergency.

SECTION 5

A list of all officers including but not limited to bargaining unit members shall be established and maintained for all overtime hours worked by all members of the SOA. Overtime will be assigned based on the lowest number of hours worked and/or assigned, as outlined by the Overtime Assignment Policy, Section B, at the time of the needed overtime, by available employees, established by the recorded list. A new list shall be established each year. It is not intended except for an extreme emergency situation, as stated by the Chief of Police or his/her designee, for an employee to work a continuous double tour of duty. Overtime shall be equalized among the members of the bargaining unit. For equalization, all overtime shall be included in the calculation (including Bureaus, Divisions, Court, etc.).

SECTION 6

The officers assigned as a court attendants and/or court security (court duty officer

16/5/14

positions) shall be taken from the overtime list in Section 5 starting with PBA members first and then moving on to SOA members only after either no one is available or accepts the assignment from the list of PBA members. The court duty officer positions shall be offered to the officers with the least amount of year to date overtime.

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

ARTICLE XIV

WORK WEEK

SECTION 1: 4/4 WORK SCHEDULE

- (A) The Township shall continue a work schedule consisting of four (4) days on patrol tours of duty followed by four (4) days off; with each shift being ten and three-quarters hour (10.75) in duration. The operational details of this work

schedule shall be developed by both the PBA/SOA and designees of the Township. Nothing contained herein is meant to limit management's prerogative to determine appropriate staffing levels for each shift.

- (B) Under the 4/4 work schedule, paid time off shall be converted into hours based upon an eight (8) hour day.
- (C) The parties agree that currently the Detective Bureau and Special Services work a schedule of five (5) consecutive work days on duty, Monday through Friday, and two (2) consecutive days off-duty, Saturday and Sunday. To accommodate the extra-hours worked by these officers on the 5/2 schedule each such officer shall receive compensatory time hours equal to the difference in the annual hours worked by these officers and the annual hours worked by those officers on the 4/4 schedule which must be used in the current calendar year and cannot be carried over. Notwithstanding, the Chief of Police may alter the 5/2 schedule for the officers who occupy above positions, to either a 4/3 schedule or a 4/4 schedule for the purposes of providing greater efficiency within the department. The annual hours compensated shall equal one-hundred and twenty-four (124) hours.
- (D) Unless otherwise determined by the 4/4 work schedule developed by the parties, officers may choose their tours of duty in accordance with seniority at least forty-five (45) days prior to January 1st. Subject to these conditions, when the Chief of Police can deviate from seniority: (a) for assignments requiring special skills or needs, or for good cause, all subject to the grievance procedure; (b) for emergency situations and; (c) to ensure a minimum of one sworn member of the Police Department with at least four (4) years' police service, and at least two (2) years'

10/5/1

police service for the Township), actually present and working on each shift. The new schedule shall be implemented yearly on or about January 1st. Should any exigent circumstance arise, the Chief of Police may reasonably modify this timeline.

- (E) When working the 4/4 schedule, overtime shall be paid for all work in excess 10.75 hours in a day or on a regular day off (R.D.O.) as defined by the established 4/4 work schedule.

SECTION 2

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

SECTION 3

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

- (A) It does not provide any additional compensation for any employee and the Township will not be liable to pay any additional compensation to any employee.
- (B) The Chief of Police, Captain or their designee is notified prior to the intended change and approves such change. The Chief of Police, Captain or their designee will act promptly on any such request and provide the earliest notice to the interested party.

ARTICLE XV

LEAVE

SECTION 1: Leave Generally

All members shall be entitled to paid leave for reasons of sickness, illness, injury, or disability for a period of time not to exceed 365 calendar days annually.

Unused sick time shall not result in a payout, whether upon retirement or otherwise.

For any illness or disability or injury incurred while not in the line of duty and continuing for a period in excess of twenty-nine (29) calendar days, the member shall complete all documents required by the insurance carrier. These documents shall provide at a minimum a basis for determining the extent of illness, injury, or disability of the member. An employee who is injured or becomes ill as a direct result of his/her duty, and is unable to work as certified by an examining physician appointed by the Township, shall receive full pay less the Worker's Compensation temporary disability payments to which he/she is entitled during the period of absence from duty up to one (1) full year.

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

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

SECTION 2: Sick Leave

Paid sick leave shall be used for:

- (A) personal illness or injury;
- (B) exposure to contagious disease; or
- (C) care for a reasonable period of time, of a seriously ill or injured member

16 5M

of the employee's immediate family.

(D) Serious illness as determined in consultation with a physician.

Employees must report all absences due to sick leave to their immediate supervisor not less than one (1) hour prior to the employee's usual starting time. Reporting absences shall be on the main Police Department phone line. The failure to provide notice of intention to take sick leave may result in a forfeiture of paid sick days and may result in disciplinary action.

Any absence due to personal illness or disability in excess of three (3) continuous work days must be certified by a written statement by the employee's attending physician. Inability to provide a doctor's note when requested may result in disciplinary action.

The Employer may request documentation for any absence due to care of a seriously ill or injured member of employee's immediate family.

If an employee's pattern of sick time usage suggests an abuse of this benefit, the Employer reserves the right to require a doctor's note for absences of any duration and/or to send the employee for a functional capacity evaluation by a physician of the Employer's choosing, in its discretion.

If there is any discrepancy between the terms of this Collective Negotiations Agreement and the Police Department's Standard Operating Procedures, the Collective Negotiations Agreement shall control.

SECTION 3: Family Medical Leave

All officers are entitled to apply for leave pursuant to the New Jersey Family Leave Act ("NJFLA") and the Federal Family Medical Leave Act ("FMLA"). All requests for such leave shall be made in writing to the Chief of Police as soon as the reason for said leave is known, or as soon as practical thereafter.

10/1/11

SECTION 4: Military Leave

All Members covered by this Agreement shall be entitled to all rights, privileges and benefits under Federal and State statutes pertaining to military service.

The Township reserves the right to request any and all documents, including official orders, regarding an officer's military leave.

A total of fourteen (14) working days per calendar year shall be allotted to members for the sole purpose of attending the mandatory inactive duty training that is scheduled annually. This schedule is to be forwarded to the Chief of Police and/or his/her designee once the member receives said schedule. These days shall not be carried over, accumulated, or paid out if not utilized.

SECTION 5: Bereavement

SOA unit members working a five (5) day, eight (8) hour shift shall be granted bereavement leave with pay not to exceed fifteen (15) working days or one hundred twenty (120) hours. SOA unit members working the 4/4 schedule shall be granted twelve (12) working days or one hundred twenty-nine (129) hours. This paragraph applies to the death of a spouse, child, step-child or legally adopted child.

In all other circumstances, SOA unit members working a five (5) day, eight (8) hour shift, shall be granted bereavement leave with pay not to exceed five (5) working days, or forty (40) hours. SOA unit members working the 4/4 schedule shall be granted four (4) working days, or forty-three (43) hours. This paragraph applies to the death of any other immediate family member as defined in Section (C) of the Definitions.

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

16 SM

SECTION 6: Terminal Leave

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

Upon retirement of Members hired before January 1, 2015, and in good standing, the terminal leave of four-hundred and eighty hours (480) hours shall be provided to Members if they have completed at least 18 years of continuous service with the Township of Springfield and completed at least 25 years of credit in a local or state pension system in New Jersey.

“Good standing” shall be defined as a member who is not the subject of a criminal action or investigation, pending the outcome of such action or investigation.

In accordance with ARTICLE X, Members hired after December 31, 2014 shall have the option of retiring after a minimum of completion of twenty-two (22) years with the Township and a minimum of completion of twenty-five (25) years credit in State or local pension system in New Jersey as set forth therein, however, in the event Members exercise this option to retire upon completion of twenty-two (22) years of service with the Township, they shall forfeit Terminal Leave as set forth herein.

Terminal leave shall consist of (480 hours) of paid leave in addition to any other earned paid leave time the member may have accumulated. While using terminal leave, an Officer shall remain subject to applicable personnel policies of the Township, all Attorney General Directives applying to Police Officers, and the Rules and Regulations of the Police Department. However,

16 5/2

an Officer shall not be entitled to outside employment as set forth in Article XXIII while using terminal leave.

A decision to take terminal leave shall be irrevocable once a member has begun the use of approved terminal leave.

A member may, at their election, convert this leave into a lump sum payment, or at the employee's option in two (2) payments within one year of the last date of active service.

Except as provided herein, when an employee is out on terminal leave, that employee shall not accrue benefits or seniority during that period of terminal leave. However, there shall be no loss of seniority or previously accrued benefits.

SECTION 7: PERSONAL LEAVE

Members shall be entitled to a total of three (3) personal days to be taken in accordance with Department policy. These personal days must be used in the current calendar year and cannot be carried over.

ARTICLE XVI

VACATIONS

SECTION 1

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

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

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

16-5M

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

SECTION 2

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

SECTION 3

Fragmentation of vacation entitlement shall only be selected after completion of four (4) day block vacation for those on a 4/4 schedule or five (5) day block for those on a 5/2 schedule.

SECTION 4

An Officer working a 4/4 schedule may carry over up to 43 hours of vacation from the previous year, to be used by March 31 of the current year. Officers not working a 4/4 schedule may carry over up to 40 hours of vacation from the previous year, to be used by March 31 of the current year. These carry over hours may only be selected after the upcoming and/or current year's vacation picks are completed. Carry over vacation hours shall not be taken during an already selected upcoming and/or current year vacation pick of another officer, regardless of seniority.

SECTION 5

It is understood and agreed that vacation time will not be earned during periods including but not limited to unpaid suspensions or during periods of unpaid non-New Jersey State or Federal Family Leave of absences.

16-5-1

ARTICLE XVII

POLICE OFFICER'S BILL OF RIGHTS

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

SECTION 1

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

- (1) The interrogation of a member of the force shall be at a reasonable hour, in light of all circumstances involved, preferably when the member is on duty;
- (2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member is being interrogated as a witness *only*, he/she shall be so informed at the initial contact;
- (3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary;
- (4) With regard to recording the interview, the Township will adhere to the Attorney General Guidelines on Internal Affairs Policies and Procedures (Guidelines). If the

16 JWA

Guidelines are silent on this issue, the party who wants to record the interview shall notify the other party in advance of the interview;

- (5) The member of the force shall not be subject to any offensive language. nor shall they be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of their acts;
- (6) If a member of the force is under arrest or is likely to be; that is, they are a suspect of the target of a criminal investigation, they shall be given their rights pursuant to the Constitution of the United States of America and the current Court decisions;
- (7) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, they shall be afforded an opportunity to consult with a lawyer or SOA representatives before any further interrogation;
- (8) A targeted Officer shall be notified of the findings and the results of the investigation in writing within fifteen (15) days of the Chief's final determination of the findings of the investigation;
- (9) When an Officer is involved in a critical incident, they shall immediately be removed from the area or as soon thereafter as possible and they shall not be required to write a report and/or give a statement if they request and receive medical treatment or evaluation until after they are cleared by the treating healthcare professional.

SECTION 2

11/2/15

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

All A.G. Guidelines will be followed for the I.A. process. This includes notice of the charges, copy of the charges or citizen's complaint, names of charging parties. However, during the course of an ongoing I.A. investigation, the officer is not entitled to discovery of the underlying evidence, i.e., recordings, documents, etc. until the investigation is complete and charges are either not sustained or sustained in the report.

SECTION 3

No document shall be submitted, or shall be placed, in any employee's personnel file or otherwise acted upon prior to conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying their approval.

SECTION 4

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

168 JM

SECTION 5

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

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

SECTION 6

An employee of the Department shall, within fifteen (15) business days of a written request to the Chief of Police and/or his/her designated representative, have the opportunity, once annually in the calendar year, to review his/her personnel file with the Chief of Police and/or his/her designee.

ARTICLE XVIII

HOLIDAYS

SECTION 1

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

New Years

Labor Day

Martin Luther King's Birthday

Columbus Day

President's Day

Election Day

Good Friday

Veteran's Day

16 15

Memorial Day

Thanksgiving Day

July 4th (Independence Day)

Christmas Day

Floating Holiday

SECTION 2

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

ARTICLE XIX

PATROL CARS

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

ARTICLE XX

MISCELLANEOUS

SECTION 1: FIREARMS

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

SECTION 2: POLICE FUNCTIONS

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

SECTION 3: INDEMNIFICATION

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

KE Jm

SECTION 4: SAVINGS CLAUSE

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

SECTION 5: PROBATIONARY PERIOD

All employees covered by this Agreement, newly assigned in a probationary Sergeant/Lieutenant position, shall be deemed probationary employees and shall be subject to a probationary period of twelve (12) months for a Probationary Sergeant and nine (9) months for a Probationary Lieutenant of active duty as provided by law commencing with the first day of their assignment as a probationary supervisor. At the Chief's discretion, should there be the need to extend the probationary periods due to absent time, the promotion, if to occur, shall be effective once the probationary period is satisfied.

Factors considered for a Probationary Sergeant/Lieutenant to progress to promotion in their respective ranks are the Probationary Sergeant's/Lieutenant's ability to follow and/or enforce and/or encourage items covered under the Department's Command Protocol Policy, especially, but not limited to, Section II Responsibilities, for Command Officers (Lieutenants Only), for Shift Commanders and for Supervisors; and the Probationary Sergeant's/Lieutenant's ability to follow and/or enforce and/or encourage items covered under the Department's Rules & Regulations, Chapter 3, General Rules and Regulations.

Repeated violations of, and/or repeated failures to adhere to, any of the above, which may indicate a lack of supervisory ability, are reasonable cause for a Probationary Sergeant/Lieutenant

10/15/11

not to be promoted to his/her respective rank and to be returned to his/her previous grade prior to being assigned as a Probationary Sergeant/Lieutenant.

The Probationary Sergeant's/Lieutenant's review, held approximately one (1) month prior to the end of their probationary period, will also be considered in whether or not he/she will be promoted in their respective ranks.

ARTICLE XXI

REPLACEMENT

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

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

With regard to the deployment of Special Law Enforcement Officers ("SLEO"), the Chief of Police shall have full discretion as to the assignments and duties of SLEO Class I, SLEO Class II, and SLEO Class III officers. However, SLEOs shall not be used as a replacement for full time sworn officer duties, but may be used as an addition to sworn officers, except for school posts and special details.

ARTICLE XXII

SOA ACTIVITY

SECTION 1

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

16 SM

of the convention(s) and reasonable travel time to and from the convention.

SECTION 2

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

ARTICLE XXIII

OUTSIDE EMPLOYMENT

All functions within the Township requiring and/or requesting the employment of police officers shall be programmed and scheduled through the Chief of Police and/or his/her designee using a fair and equitable schedule offering every officer an opportunity to work.

All of the following rates shall take effect upon ratification by the SOA, and upon approval by the Township Committee.

Employment of police officers for all non-profit organizations and all houses of worship, for security during fundraising functions or religious observations, shall be at a rate of sixty dollars (\$60.00) per hour.

Except as stated above, all other functions, including private parties, held at or by non-profit organizations and all houses of worship, shall be at a rate of seventy-five dollars (\$75.00) per hour.

Employment of police officers for all functions for the Springfield Board of Education shall be at a rate of sixty dollars (\$60.00) per hour.

Employment of police officers for all Township run functions (installing curbing, paving of roads, etc.) shall be at a rate of seventy-five dollars (\$75.00) per hour.

There shall be a three-hour minimum for employment for Springfield Board of Education

functions. All other outside employment, unless stated otherwise, shall have a four-hour minimum.

The Senior Citizen's traffic post rate shall be forty-five dollars (\$45.00) per hour. This post, as well as the Town Pool Crossing post shall not be at a four-hour minimum.

Employment for Springfield officers working for another agency shall be at Springfield's rates unless otherwise agreed to, such as the Short Hills Mall and Paper Mill Playhouse jobs in Millburn for examples, which will be at that agency's agreed to rate.

Except as provided above, all outside employment shall be compensated at the following rates of pay:

Between the hours of 0600 – 2000, the rate of pay shall be seventy-five dollars (\$75.00) per hour for the first eight (8) hours and eighty-five dollars (\$85.00) per hour for every hour thereafter that the starting officer works the job, up until 2000 hours at which point the rate shall be ninety dollars (\$90.00) per hour. If another officer relieves the job, the eight (8) hour clock starts again and the officer shall receive the rate of pay according to his/her start time.

Between the hours of 2000 – 0600, the rate of pay shall be ninety dollars (\$90.00) per hour for all hours worked. Should a job continue beyond 0600 hours the rate will remain at ninety dollars (\$90.00) per hour for the officer who had begun the job or for the officer who relieved the job by 0400 hours or sooner. A relieving officer after 0400 hours shall be paid at ninety dollars (\$90.00) per hour up until 0600 hours at which point the rate shall revert to seventy-five (\$75.00) per hour unless this same officer works the job for more than eight (8) hours at which time the rate will become eighty-five (\$85.00) per hour.

For unscheduled work, where an officer is required without sufficient notice, the rate of pay shall be one hundred dollars (\$100.00) per hour.

166 514

For all jobs, including four-hour minimums, pay shall be at 30-minute increments beyond scheduled hours.

The requirements of this Article do not apply to the Motor Vehicles Commission outside employment assignments.

The SOA shall be consulted by the Chief of Police and/or his/her designee concerning all matters in this Article. The rates set forth may be changed upon mutual agreement of the parties and approval of the Township Committee.

ARTICLE XXIV

SEPARATE PAYMENT

Each officer shall receive a check separate from their "regular" pay for overtime and outside employment payment if requested.

All payroll checks must be made through direct deposit.

ARTICLE XXV

SAFETY AND HEALTH

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

16 May

ARTICLE XXVI

CIVIL COURT COMPENSATION

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

ARTICLE XXVII

DURATION

This Agreement shall become effective as of January 1, 2020 and shall terminate on December 31, 2027. The terms and conditions of this contract shall be continued in full force and effect until such time as a new contract is negotiated and a written agreement is executed between the parties. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement (or as provided by State Law) of the proposed changes and their desire to terminate this Agreement.

ARTICLE XXVIII

COMPENSATORY TIME

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

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

Handwritten initials: JSM

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

ARTICLE XXIX

SUSPENSION

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

ARTICLE XXX

UNION DUES

SECTION 1: NOTIFICATIONS

(A) Amount of Dues: Prior to the beginning of each year, the SOA will notify the Township in writing of the amount of the regular membership dues charged by the SOA to its own members for that membership year.

(B) New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the SOA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include the following contact information in Excel file format or other format agreed to by the SOA: name; job title; worksite location; home address; work telephone numbers; and any home and personal cellular telephone numbers on file with the Employer; date of hire; work email address; and any personal email address on file with the Employer.

16 5/4

SECTION 2: DEDUCTION AND TRANSMISSION OF DUES

(A) Notification: The Township will provide the SOA with a list of those employees who are members of the SOA for the then current membership year and the dues being deducted.

(B) Payroll Deductions Authorization and Withdrawal: The Township will deduct from the regular paycheck of a unit employee included in the bargaining unit, dues for the SOA, provided that the employee authorizes such deduction in writing in proper form to the Township. The Township will deduct the dues in equal installments, as nearly as possible, from the paychecks paid to each employee as follows:

(1) For new hires, ten (10) days after receipt by the Township of the authorization to deduct such dues; or

(2) For existing employees, all of whom currently have authorized dues, such dues shall continue to be deducted unless the employee executes a notice of withdrawal pursuant to subsection (3) below.

(3) The SOA dues deductions from any unit employee in the bargaining unit shall be limited to the SOA, the duly certified majority representative. The authorization for dues deduction shall remain in full force and effect during the full term of the member's employment, unless properly withdrawn. In order to withdraw from a dues authorization a member must submit a written request to withdraw from the SOA, with a copy to the Employer with proof of delivery, by May 1 of each year or within ten (10) days of the anniversary date of his/her employment. A properly filed withdrawal will become effective on the earlier of (a) July 1 of the next succeeding year on which the notice of withdrawal is filed, or (b) thirty (30) days from the employee's anniversary date.

16 Jm

SECTION 3: INDEMNIFICATION

The SOA shall indemnify and hold the Township harmless against liability which may arise because of actions of the Township in deduction and transmission of SOA membership dues. The Township will make available to the SOA any information within its control for which the SOA would have reasonable need to defend against any such liability action.

16-13

IN WITNESS WHEREOF, the parties hereto have affixed signature on 5/11/21,

2021.

ATTEST

Township of Springfield

Mayellen Brennan

[Signature]

ATTEST

SPRINGFIELD SUPERIOR OFFICERS
ASSOCIATION

[Signature]
James Mirabile

[Signature]
Kevin A. Christ

EXHIBIT A

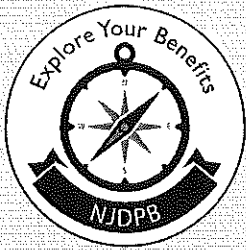
**ANNUAL COMPENSATION FOR ALL MEMBERS INCLUDES
ALL WAGES AND STIPENDS EXCLUSIVE OF COLLEGE STIPENDS**

	2% Increase 2020	2% Increase 2021	2% Increase 2022	2% Increase 2023	2% Increase 2024	2% increase 2025	2% increase 2026	2% increase 2027
Detective Lieutenant	\$ 144,545.00	\$ 147,436.00	\$ 150,385.00	\$ 153,393.00	\$ 156,461.00	\$ 159,590.00	\$ 162,782.00	\$ 166,038.00
Lieutenant	\$ 142,607.00	\$ 145,459.00	\$ 148,368.00	\$ 151,335.00	\$ 154,362.00	\$ 157,449.00	\$ 160,598.00	\$ 163,810.00
Detective Sergeant	\$ 136,748.00	\$ 139,483.00	\$ 142,273.00	\$ 145,118.00	\$ 148,020.00	\$ 150,980.00	\$ 154,000.00	\$ 157,080.00
1st Class Sergeant	\$ 134,810.00	\$ 137,506.00	\$ 140,256.00	\$ 143,061.00	\$ 145,922.00	\$ 148,840.00	\$ 151,817.00	\$ 154,853.00
2nd Class Sergeant	\$ 128,188.00	\$ 130,752.00	\$ 133,367.00	\$ 136,034.00	\$ 138,755.00	\$ 141,530.00	\$ 144,361.00	\$ 147,248.00
Probationary Sergeant	\$ 121,566.00	\$ 123,997.00	\$ 126,477.00	\$ 129,007.00	\$ 131,587.00	\$ 134,219.00	\$ 136,903.00	\$ 139,641.00

The salaries reflect a one-time increase of \$500.00 for 2020.

The annual compensation cited above includes an increase for Professional Certificates Stipend of \$500.00 for the year 2020. \$500.00 of the previous "First Responder Stipend" (now "Professional Certificates Stipend") was put into salary per arbitration award bearing Docket No. IA-2012-003. The additional \$500 added to the base pay of Members in the first year of this Agreement, prior to the COLA being calculated, will make the final total of Professional Certificates Stipend \$3,000.00, which includes the previous total of \$2,500.00 listed in the former contract that has been added to the base pay of Members for the "First Responder/Professional Certificates" stipend.

16 May



State of New Jersey • Department of the Treasury

DIVISION OF PENSIONS & BENEFITS — HEALTH BENEFITS

P.O. Box 295, Trenton, NJ 08625-0295

**HEALTH BENEFITS CONTRIBUTION —
PERCENTAGE OF PREMIUM**

Note: You must use the active or retired members rate charts to first determine the full cost premium for the plan and coverage level you select. Then, use this chart to determine the percentage of the full cost for which you will be responsible.*

Annual Retirement Allowance Range	Single	Member/Spouse/Partner or Parent/Child	Family
Less than \$20,000	4.5%		
Less than \$25,000		3.5%	3%
\$20,000 - \$24,999.99	5.5%		
\$25,000 - \$29,999.99	7.5%	4.5%	4%
\$30,000 - \$34,999.99	10%	6%	5%
\$35,000 - \$39,999.99	11%	7%	6%
\$40,000 - \$44,999.99	12%	8%	7%
\$45,000 - \$49,999.99	14%	10%	9%
\$50,000 - \$54,999.99	20%	15%	12%
\$55,000 - \$59,999.99	23%	17%	14%
\$60,000 - \$64,999.99	27%	21%	17%
\$65,000 - \$69,999.99	29%	23%	19%
\$70,000 - \$74,999.99	32%	26%	22%
\$75,000 - \$79,999.99	33%	27%	23%
\$80,000 - \$84,999.99		28%	24%
\$80,000 - \$94,999.99	34%		
\$85,000 - \$89,999.99			26%
\$85,000 - \$99,999.99		30%	
\$90,000 - \$94,999.99			28%
\$95,000 and over	35%		
\$95,000 - \$99,999.99			29%
\$100,000 and over		35%	
\$100,000 - \$109,999.99			32%
\$110,000 and over			35%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits.

16 5M



**LOCAL GOVERNMENT ACTIVE GROUP
MEDICAL PLAN DESIGN - PLAN YEAR 2021
HORIZON PLANS - MEDICAL COST SHARING**

HA-0896-1120

Explore Your Benefits

Medical Cost Sharing	NJ DIRECT/ NJ DIRECT 2019 ¹	NJ DIRECT10	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2030	NJ DIRECT2035	Horizon HMO ¹	Horizon OMNIA TIER 1 TIER 2	NJ DIRECT HD4000 ²	NJ DIRECT HD1500 ³
Primary Care Copayment	\$15	\$10	\$15	\$15	\$20	\$20	\$10	\$5	20% coinsurance after deductible	20% coinsurance after deductible
Specialist Care Copayment	\$15	\$10	\$15	\$25	\$30 adult/\$20 child ^{**}	\$35	\$10	\$15	20% coinsurance after deductible	20% coinsurance after deductible
Emergency Room Copayment	\$150 ⁷	\$75	\$100	\$100	\$125	\$300	\$85	\$100	20% coinsurance after deductible	20% coinsurance after deductible
In-Network Deductible	\$100 ⁸ (if hired after 7/1/19)	None	None	None	None	\$200/\$500	None	None	\$4,000 ^{***}	\$1,500 ^{***}
In-Network Coinsurance	10% ²	10% ²	10% ²	10% ²	10% ²	20% after deductible ³	10% ²	None	20% after deductible	20% after deductible
In-Network Coinsurance Maximum (Individual/Family)	\$800/\$2,000	None	\$400/\$1,000	\$400/\$1,000	\$800/\$2,000	\$2,000/\$5,000	None	None	None	None
Out-of-Pocket Maximum (Individual/Family)	\$6,840/\$13,680	\$400/\$1,000	\$6,840/\$13,680	\$6,840/\$13,680	\$6,840/\$13,680	\$6,840/\$13,680	\$6,840/\$13,680	\$2,500 ^{***}	\$5,000/\$10,000	\$2,500/\$5,000
Out-of-Network Deductible (Individual/Family)	\$400/\$1,000	\$100/\$250	\$100/\$250	\$100/\$250	\$200/\$500	\$800/\$2,000			See In-Network Deductible ⁴	See In-Network Deductible ⁴
Out-of-Network Coinsurance ⁵	30%	20%	30%	30%	30%	40%			40%	40%
Out-of-Network Out-of-Pocket Maximum (Individual/Family) ⁶	\$2,000/\$5,000	\$2,000/\$5,000	\$2,000/\$5,000	\$2,000/\$5,000	\$5,000/\$12,500	\$6,500/\$13,000			\$6,000/\$12,000	\$3,500/\$7,000
Out-of-Network Inpatient Hospital Deductible	\$500	\$200/stay	\$200/stay	\$200/stay	\$500/stay	\$600/stay				

¹ Members hired before July 1, 2019, will be enrolled in NJ DIRECT. Members hired after July 1, 2019, will be enrolled in NJ DIRECT 2019.

² HD = High Deductible Health Plan

³ Age 26 and under

⁴ Family amounts are 2 x per member amounts listed

⁵ Service areas for Horizon HMO plans are limited to New Jersey, New Castle County in Delaware, and bordering counties of Pennsylvania and New York.

⁶ On select services.

⁷ \$50 for adults referred to the emergency room by their primary care physician and/or pediatric (through age 19).

⁸ Applies to services that do not require a copayment.

⁹ Out-of-Network Deductible is combined with In-Network Deductible.

¹⁰ After Deductible

¹¹ Employer Health Savings Account Funding is \$300 for Horizon HD1500 plans which can be used for qualified medical expenses without federal tax liability.

¹² \$100 in network deductible has exclusions: 2nd wellness visit, preventive, obstetrics, pediatrics, and any deductible applied to other services.

¹³ All plans with out-of-network benefits have specified dollar limits for chiropractic, physical therapy, and acupuncture.



**LOCAL GOVERNMENT ACTIVE GROUP
MEDICAL PLAN DESIGN - PLAN YEAR 2021
HORIZON PLANS - MEDICAL COST SHARING**

Explore Your Benefits

	NJ DIRECT/ NJ DIRECT 2019*	NJ DIRECT10	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2030	NJ DIRECT2035	Horizon HMO	Horizon OMNIA	NJ DIRECT HD4000*	NJ DIRECT HD1500*
Prescription Drug Copayments[†]										
Retail: Generic Copayments	\$7	\$3	\$3	\$7	\$3	\$7 [‡]	\$3	\$7		
Retail: Preferred Brand Copayments	\$16	\$10	\$10	\$16	\$18	\$21 [‡]	\$10	\$16		
Retail: Non-Preferred Brand Copayments	Member pays difference [‡]	\$10	\$10	\$35	\$46	Member pays difference ^{‡,4}	\$10	\$35		
Retail: Brand w/ Generic Equivalent	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference ^{‡,4}	Member pays difference [‡]	Member pays difference [‡]	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Mail: Generic Copayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Mail: Preferred Brand Copayments	\$40	\$15	\$15	\$40	\$36	\$52	\$15	\$40		
Mail: Non-Preferred Brand Copayments	Member pays difference [‡]	\$15	\$15	\$88	\$92	Member pays difference ^{‡,4}	\$15	\$88		
Mail: Brand w/ Generic Equivalent	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference [‡]	Member pays difference ^{‡,4}	Member pays difference [‡]	Member pays difference [‡]		
Prescription Drug annual Out-of-Pocket Maximum (Individual/Family)	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420	\$1,710/\$3,420		

Note: Retail – 30 day supply, Mail – 90 day supply. Oral contraceptive coverage is available under the medical and prescription plans.

[†] **Members hired before July 1, 2019, will be enrolled in NJ DIRECT. Members hired after July 1, 2019, will be enrolled in NJ DIRECT 2019.**

^{*} **HD = High Deductible Health Plan**

[‡] Service areas for Horizon HMO plans are limited to New Jersey, New Castle County in Delaware, and bordering counties of Pennsylvania and New York.

[‡] Local government employers can select from the SHBP's Prescription Drug Plans, purchase their own prescription drug coverage plan, or receive prescription drug coverage through the SHBP medical plan. Copayments shown apply to the plans when coverage is through the SHBP's Prescription Drug Plans. If prescription drug coverage is through the medical plan: Coinsurance is 10% for NJ DIRECT10 and NJ DIRECT15; Coinsurance is 15% for NJ DIRECT1525 and NJ DIRECT2030; Coinsurance is 20% for NJ DIRECT2035. For High Deductible Health Plans, prescription drug coverage must be through the SHBP medical plan and are subject to the plan's deductible and coinsurance amounts.

[‡] For maintenance prescription drugs, mail order is mandatory under NJ DIRECT2035.

^{*} You pay the cost difference between the brand drug and the generic drug.

This publication is produced and distributed by the New Jersey Division of Pensions & Benefits — www.nj.gov/treasury/pensions
This is a summary and not intended to provide all information. Although every attempt at accuracy is made, it cannot be guaranteed.

