

A G R E E M E N T

BETWEEN

THE BOROUGH OF WESTWOOD

NEW JERSEY

AND

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION,

LOCAL 206

(WESTWOOD UNIT)

January 1, 2019 thru December 31, 2020

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AGREEMENT

I. PREAMBLE



This Agreement entered into this _____ day of May, 2020, by and between the **BOROUGH OF WESTWOOD**, in the County of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "**BOROUGH**", and the **PBA LOCAL 206, (WESTWOOD UNIT)** hereinafter called the "**ASSOCIATION**".

APPROVED:  BOROUGH
 ASSOCIATION

II. RECOGNITION

The **BOROUGH** hereby recognizes PBA LOCAL 206 (WESTWOOD UNIT) as the exclusive collective bargaining and negotiating agent for all Patrol Officers and Sergeants of the **BOROUGH** Police Department.

The title of Policeman or Police Officer shall be defined to include the plural as well as the singular and to include males as well as females. Probationary Patrol Officers are included within the bargaining unit, provided, however, that discipline and discharge probationary employees are issues not covered by this contract and the work schedule provisions during basic academy training shall not apply.

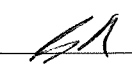
APPROVED:  BOROUGH
 ASSOCIATION

III. NON-DISCRIMINATION

Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the **BOROUGH** and the **ASSOCIATION** agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any Employee organization or to refrain from any such activity if they so choose. There shall be no discrimination by the **BOROUGH** or the **ASSOCIATION** against any Employee because of the Employee's membership or non-membership, or activity or non-activity in the **ASSOCIATION**.

Neither the **BOROUGH** nor the **ASSOCIATION** shall discriminate against any Employee because of the race, creed, color, sex, or national origin.

APPROVED:  _____ BOROUGH

 _____ ASSOCIATION

IV. **PRESERVATION OF RIGHTS**

The **BOROUGH** hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including but without limiting the generality of the foregoing, the following rights:

- 1) To the executive management and administrative control of the **BOROUGH** Government and its properties and facilities, and the activities of its employees;
- 2) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
- 3) to suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or to restrict or to limit the **BOROUGH** in its right, responsibilities, and authority under R.S. 40 and R.S. 11, or any other national, state, county, or local laws or Ordinances.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations, any rules, regulations, instructions, directives, memorandums, practice, statutes, or otherwise shall not be limited, restricted, impaired, removed or abolished.

APPROVED: *PA* BOROUGH
 A ASSOCIATION

V. ASSOCIATION RIGHTS AND RESPONSIBILITIES

The **BOROUGH** agrees that it will not enter into any collective negotiations Agreement with any organization other than PBA LOCAL 206 (WESTWOOD UNIT) with regard to the Employees covered in Article I, RECOGNITION, so long as PBA LOCAL 206 (WESTWOOD UNIT) continues to represent such Employees.

The **ASSOCIATION** shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its Members with those terms and conditions.

The **BOROUGH** agrees to grant time off without loss of regular straight time pay, not to exceed one (1) week, in accordance with N.J.S.A. 11:26C-4 to one member of the **ASSOCIATION** as a delegate to State Conventions of the New Jersey Policemen's Benevolent Association. No more than one (1) employee shall be granted time off at any one time. Proof of attendance shall be submitted by each Employee granted time off in accordance with this Article.

The **ASSOCIATION** may designate five (5) representatives any one of whom shall be responsible for raising with the **BOROUGH** any questions concerning the enforcement and applicability of this Agreement. The **ASSOCIATION** shall furnish to the **BOROUGH** in writing the names of the representatives and promptly notify the **BOROUGH** of any changes.

One (1) of the five (5) aforementioned representatives, at any one time may be granted regular scheduled time off without loss of regular pay during working hours to settle grievances in accordance with the Grievance Procedure, provided there is not interference with the operation of the Department.

APPROVED: *PA* BOROUGH

VI. NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the **BOROUGH'S** Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

The **ASSOCIATION** covenants and agrees that during the term of this Agreement, neither the **ASSOCIATION** nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, (i.e., the concerted failure to report for duty or willful absence of any Employee from his/her position, or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the **BOROUGH**.

The **ASSOCIATION** agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members to participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by the **ASSOCIATION** shall entitle the **BOROUGH** to take appropriate disciplinary action including possible discharge in accordance with applicable law.

Nothing contained in this Agreement shall be construed to limit or restrict the **BOROUGH** in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both, in the even of such breach by the **ASSOCIATION** or its Members.

APPROVED:  BOROUGH

 ASSOCIATION

VII. PROCEDURE FOR INVESTIGATION OF POLICE OFFICERS

1. In an effort to insure that investigation of police Officers are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

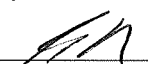
- a) In all cases and at every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if (s)he so requests, to consult with Counsel and/or his/her **ASSOCIATION** Representative, and to have such attorney or **ASSOCIATION** Representative present during the interrogation.
- b) Interrogation of a member of the **BOROUGH** Police Force shall be at a reasonable hour, preferably when the member of the force is on duty, but during the course of the regular business day, i.e., 9:00 A.M. through 5:00 P.M., unless the exigencies of the investigation dictate otherwise.
- c) The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at the Police Headquarters or the location where the incident allegedly occurred.
- d) If an Officer is or becomes the target of an investigation, (s)he shall be so informed of that fact prior to the commencement of an investigation, or at that point during an investigation.
- e) The questioning period shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and such rest periods, as are reasonably necessary.

- f) The member of the force shall not be subject to any offensive language, nor shall (s)he be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
- g) If a member of the force is under arrest or is likely to be, that is if (s)he is a suspect or the target of a criminal investigation, (s)he shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

2.

- a) Except for good cause, any disciplinary charge to be lodged against a police officer shall be filed not later than ninety (90) days following actual notice of the misconduct to the Mayor and Council.
- b) The failure to prefer charges within said 90-day period, without just excuse for delay, shall preclude any future proceeding against the police officer based upon said misconduct provided, however, that information concerning the misconduct may be used as evidence in any subsequent disciplinary proceedings concerning a similar offense.

APPROVED:  BOROUGH

 ASSOCIATION

VIII. HOURS OF WORK AND OVERTIME

The work day shall consist of no more than eight (8) consecutive hours, which shall include appropriate meal and rest periods in a twenty-four (24) hour period. Thirty-seven and one-half (37.5) hours in a seven (7) day period shall be the normal work week.

The work schedule shall be what is commonly known as the "5-2, 5-3 work chart". It shall provide for five (5) days of work followed by two (2) days off, followed by five (5) days of work followed by three (3) days off, and so on in the same

alternating 5-2, 5-3 sequence. All blocks of working days shall be like shift assignment (days, nights, evenings).

The **ASSOCIATION** and the **BOROUGH** agree that the **CHIEF OF POLICE** may continue the practice of assigning Employees to work a "5-2, 5-2 work chart" on a full time basis and receive "time back," compensatory days for missed days off, as per past practice. Beginning with the execution of the 2000 to 2004 Memorandum of Agreement, however, any Employee so assigned must schedule his or her "time back" within three months of its accrual. "Time back" may be scheduled in the manner set forth in Section XXVII for Personal Leave.

The Police Department shall be entitled to "float" persons covered by the contract pursuant to the provisions of Schedule E annexed.

All work in excess of the work day or work week shall be considered overtime.

The 3-11 (PM) tour shall enjoy a forty-five (45) minute meal period.

Overtime shall be paid at the rate of one and one-half times the Employee's base hourly rate and shall be paid in cash compensation or as compensation time off, at the Employee's sole discretion. The base hourly rate shall be computed by dividing the Employee's base annual wage by 1,946 and paid every two (2) weeks. Overtime hours and pay shall be posted on the bulletin board or put on the check itself.

APPROVED:  BOROUGH

 ASSOCIATION

IX. COURT TIME



Court time consists of all time, excluding regular tours of duty, during which an Employee covered under this Agreement shall be representing the **BOROUGH** on **BOROUGH** business and shall be required to attend a Municipal Court, County Court, Superior Court, or other judicial administrative body. This shall include appearances in Municipal Court of neighboring municipalities under a mutual assistance policy. However, nothing contained herein shall restrict the **BOROUGH** or the

Police Department from terminating said Mutual Assistance Policy.

Payment for court time, as referred to in this Article, will be made on the following basis:

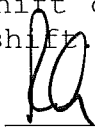

Where the Employee reports for Court outside the Employee's regularly scheduled tour of duty (s)he will be compensated at the rate of time and one-half the Employee's base hourly rate of pay; and the Employee shall receive a minimum of two (2) hours of pay at time and one-half his/her regular rate of pay, for any such occasion except where the appearance is contiguous to the Employee's regular shift.

In addition to the foregoing payment, Employees who are required to appear in Court outside the **BOROUGH OF WESTWOOD**, and are further to utilize their own vehicles, will be compensated at the rate of thirty four point five (\$.345) Cents per mile, tolls and parking (vouchered with receipt) from the **WESTWOOD BOROUGH HALL** or the Employee's home, whichever is closer. This shall include appearances before the Federal, State or County administrative bodies.

APPROVED:  BOROUGH
 ASSOCIATION

X. RECALL

An employee who is called back to work less than sixteen (16) hours after the conclusion of his/her regular scheduled shift, shall be compensated at the rate of time and one-half the regular straight time base pay with a minimum guarantee of two (2) hours pay. The foregoing minimum guarantee shall not apply to either pre or post shift overtime, where such time is contiguous to the regular shift.

APPROVED:  BOROUGH
 ASSOCIATION

XI. UNIFORM ALLOWANCE

New employees shall receive in lieu of a clothing allowance in their first year a complete uniform as described in Appendix C. For calendar year 1996, the **BOROUGH** shall provide a \$525.00 cash clothing allowance to Employees for repair or replacement of uniforms. For 1997 it shall be \$600.00, for 1998 it shall be \$700.00 and for 1998 it shall be \$800.00. Commencing January 1, 2010, the **BOROUGH** shall provide a \$900.00 cash clothing allowance to Employees for repair or replacement of uniforms. Said payment shall be made in a lump sum, not later than the first pay period of June of each year and applicable to that calendar year, i.e. January-December.

Uniforms or equipment (including those belonging to Detectives) which are damaged while in the line of duty, in a single incident, shall be repaired or replaced at the **BOROUGH'S** option and at the **BOROUGH'S** expense, providing that this has been approved by the Chief of Police.

In the event, during the lifetime of this Agreement, the **BOROUGH** changes uniform styles in whole or in part, the **BOROUGH** shall pay for the initial issue of such uniforms. Thereafter, the allowance provision as set forth herein shall apply.

A complete uniform shall consist of the required wearing apparel for an officer on duty during any season of the year, as exemplified in Schedule C. The **BOROUGH'S** obligation to furnish a new employee with a complete uniform may be performed as the appropriate season arrives.

New Employees shall receive a basic uniform issue as is defined in Appendix C. If a new Employee resigns his/her position within the first year of his/her employment, all issued uniforms and equipment shall be returned to the **BOROUGH of WESTWOOD**.

APPROVED:  _____ BOROUGH

 _____ ASSOCIATION

XII. BEREAVEMENT LEAVE

Permanent full-time Employees shall be granted three (3) days of leave without loss of regular pay upon the death of a member of his/her immediate family. An Employee shall

receive two (2) additional days in the event of the death of a spouse or child.

Immediate family shall be defined as the Employee's spouse, children, parents, brothers, sisters, mother-in-law or father-in-law, and grandparents.


Reasonable verification of the event may be required by the **BOROUGH**.

Any extension of absence under this Article may be requested by the Employee with the consent of the Chief of Police. Such extension shall be charged against available holiday or vacation time, or be taken without pay for a reasonable period at the option of the Employee.

The Bereavement Leave shall be increased to five (5) days where the funeral necessitates travel beyond a one hundred (100) mile radius.

In the event of a death of a brother-in-law or sister-in-law, the Officer shall receive one (1) day Bereavement Leave. Additional time, if required, may be taken against available sick time for the year in question.

APPROVED:  _____ BOROUGH

 _____ ASSOCIATION

XIII. MEDICAL AND HOSPITALIZATION INSURANCE

The **BOROUGH** shall continue to provide present medical, dental, and hospitalization coverage for all Employees through the Bergen Municipal Employee Benefits Fund, or like provider (See March 2, 1992 letter, Exhibit A). Employees shall receive the dental coverage presently in effect for Employees in the **ASSOCIATION** at no expense to the Employee. Effective January 1, 2010, Employees shall have the option of selecting the best dental coverage then provided to any other **BOROUGH** employees. If the Employee enrolls in this enhanced dental benefit coverage, the Employee shall be required to contribute at the then effective percentage rate for medical coverage (provided below) based upon the total per Employee cost of the enhanced dental benefit coverage.

On or before January 1, 2003, the **BOROUGH** shall provide eyeglass coverage to Employees identical to the best coverage provided to any other **BOROUGH** employees. The **BOROUGH** agrees to provide the plan document language of any eyeglass coverage provided to any employee or group of employees to the **ASSOCIATION** for its review on or before September 1, 2002. In the event that the **BOROUGH** has not contracted with a provider or providers of eyeglass coverage by September 1, 2002, the **BOROUGH** and the **ASSOCIATION** will negotiate the terms of coverage to meet this requirement and any deadlock in negotiations may be brought as a single issue interest arbitration before PERC.

Effective January 1, 2015, employees shall contribute in accordance with state law to the cost of benefits coverage. Payments shall be based upon the total cost of the medical coverage selected by the Employee and the employee's annual salary in accordance with law. The **BOROUGH** shall create and provide a qualifying I.R.S. Section 125 plan for Employees to contribute this amount on a pre-tax basis.

The **ASSOCIATION** consents, subject to a good faith review of the plan document language, to the following changes in the insurance coverage plan:

- Hospital Pre-certification

This provision requires that all non-emergency hospital stays be certified in advance.

- Mandatory Second Surgical Opinion

This provision requires that for certain types of elective surgery a second opinion approving the surgery is necessary. The fee for the second opinion is paid for by the Fund.

- Large Case Management and Continued Stay Review

The Fund documents will be modified to give the claims administrator authority to monitor and evaluate the necessity and expense of treatment options in connection with serious or long-term illnesses.


- High Risk Pregnancy Management Plan

Plan participants who are identified as high risk pregnancy patients will be required to participate in (at no additional expense to the participant) a plan which provides intensive and specialized care to minimize or avoid complications in the high risk pregnancy, especially during the first through seventh months.

■ Wellness Program


In conjunction with the foregoing options, the plan may provide a Wellness Program consisting of annual physicals and similar preventive measures at no cost to participants.

APPROVED:  BOROUGH

 ASSOCIATION

XIV. LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the appropriate statute. The Employer will also continue to provide the existing Municipal Insurance Package presently covering police Employees pursuant to this Agreement.

APPROVED:  BOROUGH


 ASSOCIATION

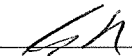
XV. BULLETIN BOARD

The **BOROUGH** will provide one (1) Bulletin Board for the use of the **ASSOCIATION** to be placed in the muster room.

The Bulletin Board shall be used for the posting of notices and bulletins pertaining to official business of the **ASSOCIATION** and for announcements.

No matter may be posted without receiving prior permission from the officially designed **ASSOCIATION** Representative. The Chief, or his Designee, may reject for posting, or have removed from the Bulletin Board, any material which he deems to be detrimental to the operation of the Department, which does not conform to the intent and provisions of this Article. However, such rejections will not be unreasonably made.


APPROVED:  BOROUGH

 ASSOCIATION

XVI. MILITARY LEAVE

Military leave for Employees training or serving with the National Guard of the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

APPROVED:  BOROUGH

 ASSOCIATION

XVII. PERSONNEL FILES


Established personnel files are confidential records which shall be maintained under the direction of the Chief of Police.

Employees covered under this Agreement may, by appointment, review in the presence of the Chief or the Designee, any written evaluation reports or written complaints which may be contained in his/her personnel file. The appointment for review must be made through the Chief of Police or his Designee, or the Commissioner of Police. The personnel file must be made available to the inquiring police officer at the earliest convenience of the Chief of Police, but not later than the end of five (5) tour days, exclusive of weekends.

Whenever a written complaint concerning an Officer is placed in his/her personnel file, a copy shall be furnished to him and (s)he shall be given the opportunity to rebut same in writing, if (s)he so desires.

No one shall have access to the personnel files of an Employee except the Chief of Police, Commissioner of Police, the Appropriate Authority, the Employee, and the Mayor and Council when in closed session they are contemplating either the promotion of, removal of, suspension of, an Employee covered by this Agreement for whom a personnel file may exist.

APPROVED:  BOROUGH


 ASSOCIATION

XVIII. PENSION

The **BOROUGH** shall continue to provide pensions and retirement benefits to Employees covered under this Agreement pursuant to the provisions of the Laws of the State of New Jersey.

Such pension payments are to be based on the Employee's base annual salary plus all other forms of compensation folded into each pay period, with the exception of overtime.

APPROVED:  BOROUGH

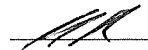
 ASSOCIATION

XIX. SALARIES

The base annual salaries of all Employees covered by this Agreement shall be set forth in Schedule "A" and attached hereto.

The effective dates for the various incremental salary increases provided for over the life of this Agreement shall be as set forth in Schedule "A" and annexed hereto.

APPROVED:  BOROUGH

 ASSOCIATION

XX. LONGEVITY

Effective January 1, 1996, all longevity will be calculated on January 1st and each January 1st thereafter. Longevity calculations will be pro-rated from anniversary date of eligibility, over the 12 month period of the year.

All current police officers will be eligible for longevity in accordance with this paragraph and Paragraphs "a)" and "b)" of this Article.

Employees hired on or after January 1, 2016 will not be eligible for longevity.

For purposes of longevity eligibility at the rate of 18%, pursuant to Paragraph "a)" of this Section, or 16%, pursuant to Paragraph "b)" of this Section, said eligibility will be effective on the day following the anniversary of 29 years of completed service.

a) LONGEVITY SCHEDULE

Employees sworn prior to December 31, 1987 shall receive longevity pursuant to the following schedule of service time:

Yrs. Svc.

2015 through 2018

6 - 8	2%
9 - 11	3%
12 - 14	4%
15 - 17	5%
18	6%
19	7%
20	8%
21	9%
22	10%
23	11%
24	12%
25	13%
26	14%
27	15%
28	16%
29	17%
30	18%
31+	12%

b) LONGEVITY SCHEDULE

Employees hired between January 1, 1988 and December 31, 2015 shall receive longevity pursuant to the following schedule of service time except that employees hired on or after January 1, 2006 shall be limited to a maximum longevity of 11%:

<u>Yrs. Svc.</u>	<u>2015 through 2018</u>
6 - 8	2%
9 - 11	3%
12 - 14	4%
15 - 17	5%
18	6%
19	7%
20	8%
21	9%
22	10%
23	11%
24	12%
25	12%
26	12%
27	12%
28	12%
29	13%
30	16%
31+	12%

APPROVED:



BOROUGH



ASSOCIATION

XXI. WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work connected injury or disability, the **BOROUGH** shall continue such Employee at full pay and benefits during the continuance of such Employee's inability to work, for a period up to one (1) year. During this period of time, all temporary disability payments accruing under the provisions of the Worker's Compensation Act shall be paid over to the **BOROUGH**.

The Employee shall be required to present evidence by a certificate of treating physician that (s)he is unable to work, and the Mayor and Council may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that (s)he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the **BOROUGH**, or by its Insurance Carrier, then and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or, by the final decision of the last reviewing Court shall be binding upon the parties.


For the purposes of this Article, work incurred injury shall mean injury or illness incurred while the Employee was acting in an official capacity.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave, or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or if there is an appeal therefrom, the final decision of the last reviewing Court.

An injury on duty, requiring time off for treatment, recuperation, or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the Sick Leave Policy heretofore agreed upon by the parties.

In the event an Employee visits a doctor at the request of the **BOROUGH**, and a portion of the time required for such visit occurs during the period when the Employee is scheduled for a normal tour of duty, the Employee shall be excused and paid for the excused portion of the scheduled tour as if it were time worked.

APPROVED:  _____ BOROUGH

 _____ ASSOCIATION

XXII. DETECTIVES

In addition to his/her regular straight time base pay, each full time detective shall receive as additional compensation, the sum of \$1,200.00 folded into his/her regular weekly pay. When an officer is assigned to the Detective Bureau (s)he will be on probation for a period of twelve (12) months. During this period the Chief of Police may remove the Officer from probation at his/her discretion. Additional compensation will not commence until said Officer is off probation.

In consideration of the nature of the Detective's employment and the annual Detective's Stipend, the Detective agrees to waive overtime payment to the maximum extent permissible under State or Federal Law subject to the limitations expressly set forth herein. In consideration of the Stipend the Detective also agrees, from time to time to split his/her workday.

The Detective may be called upon to work up to two (2) hours of overtime on any given day without compensation for such work. In the event the duties exceed two (2) hours, the Detective shall receive compensation at the overtime rate of pay for the entire time. The minimum call-in provision of this Contract shall not be applicable to the Detective's position.

If for reason of efficiency, economy or convenience the Detective is assigned to uniform duties, then on any such day the Detective shall be entitled to overtime upon the same terms and conditions as are applicable to uniformed Officers.

The Detective agrees to maintain such record of overtime worked as the Chief of Police may require.

In the event the Detective is called upon to perform Detective duties on a day-off or vacation day (s)he shall, as mutually agreed upon by the Chief of Police, or his Designee, and the Detective, be compensated at overtime or an even exchange of compensatory time.


APPROVED:  BOROUGH

 ASSOCIATION

XXIII. TRAVEL ALLOWANCE

When a covered Employee is required to be out of the **BOROUGH OF WESTWOOD** on Municipal business, and no municipal vehicle is provided for such travel, then the police officer shall be compensated at the rate of Thirty Four and One Half (\$.345) Cents per mile as payment for his/her personal transportation. The Thirty Four and One Half (\$.345) Cents per mile is deemed to be adequate compensation for any and all fuel, oil, and any other expenses and/or maintenance or repair charges that may occur during transit. Basic training class for new police officers is not included.

APPROVED:  BOROUGH

 ASSOCIATION

XXIV. SICK LEAVE PROGRAM


Members shall be entitled to fifteen (15) sick leave days per year.

Notwithstanding the provisions of this Article, the Mayor and Council shall have the right, in individual cases, to grant additional sick leave days in cases of extended illness. Sick leave is to be used for its intended purpose only unless otherwise agreed to between the parties.

The granting or withholding of additional sick leave days shall be in the sole discretion of the Mayor and Council and no appeal shall lie from any such determination. Whenever any member shall be absent from duty by reason of injuries

sustained out of and in the course of the performance of his/her duty as a police officer, said absence shall be regulated by the requirements of the New Jersey Worker's Compensation Act, and shall not be charged against the sick leave of the said Employee. Any member of the Police Department may accumulate said sick time without a limit on any amount, all unused sick leave days in each year shall be banked.

APPROVED:  BOROUGH

 ASSOCIATION


XXV. TERMINAL LEAVE

1) Upon retirement from the Police Department, each Employee shall receive fifty (50) working days pay at the Employee's current rate of pay upon retirement.

Upon retirement from the Police Department, in addition to the terminal leave provided for in the paragraph immediately preceding this, each employee shall receive the following benefits:

- a) One (1) day's pay for each day of accumulated sick leave up to a total of forty (40) days; and
- b) One (1) additional day's pay for each two (2) days of accumulated sick leave in excess of forty (40) days to a total of seventy (70) days under this paragraph and paragraph (a) immediately preceding; and
- c) One (1) additional day's pay for each three (3) days of accumulated sick leave in excess of one hundred (100) days to a total of ninety (90) days under this paragraph and paragraphs (a) and (b) immediately preceding.

2) Employees hired on or after January 1, 2016 shall not be entitled to Terminal Leave pursuant to Paragraph 1 of this Section.

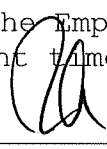
APPROVED:  BOROUGH


XXVI. PERSONAL LEAVE

Each Employee shall have six (6) personal days per year. For the purpose of this clause, an Employee shall not be required to advise his/her superior of the reason for the personal leave days.

Employees must give the Chief of Police notice of their intention to take a personal day, and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

A denial of an application for personal time under this section by the Chief shall only be made for a sufficient cause. Any such denial may become the subject of a grievance procedure under this Agreement. In the event of a denial of a personal day, and in the further event such personal day is not utilized in the calendar year, the Employee shall be paid for such personal day at the straight time rate.

APPROVED:  BOROUGH

 ASSOCIATION

XXVII. PROFESSIONAL GROWTH OF POLICE

Section 1

Each Employee shall be paid for each hour of successfully completed in-service training at the Police Academy, which payment shall be at the rate of One (\$1.00) Dollar per credit hour.


In addition to the aforesaid payment, a per diem allowance of Four (\$4.00) Dollars per day shall be paid for those attending courses to defray meal expenses.

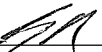
This benefit shall be retroactive as to the list on the Schedule annexed to this Agreement. Benefits shall not include basic police training course.

Attendance at courses in the future shall be at the discretion exercised in writing by the Chief of Police and the maximum benefit payable to any one Officer under this clause shall be Two Hundred Fifty (\$250.00) Dollars.

Section 2

The compensation for Academy credit shall be folded into each pay period.

APPROVED:  BOROUGH


 ASSOCIATION

XXVIII. LIFE INSURANCE

The Employer shall provide, at their sole cost and expense, and without cost to the Employee, a life insurance policy insuring the Employee's life, in the face amount of Ten Thousand (\$10,000.00) Dollars. The Employee shall have the sole right to name the beneficiary.

To the maximum extent possible, said policies shall be of the type enabling the Employee to "roll over" said coverage at his/her sole expense upon retirement from the Police Force. Said policies shall be ordered as soon as possible following the execution of this Contract, however, the **BOROUGH** shall sustain no liability whatsoever should an Employee die prior to the effective date of any new such policy.

APPROVED:  BOROUGH

 ASSOCIATION

XXIX. GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. Nothing contained herein shall be construed as

limiting the right of any Employee having a grievance to discuss the matter informally with his/her immediate supervisor.

Definition

The term "grievance" as used herein means any controversy arising over the application or interpretation of this Agreement and is meant to provide a means by which Employees covered by this Agreement may appeal the interpretation of this Agreement and is meant to provide a means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting their terms and conditions of employment.

A grievance may be raised by an individual Employee, a group of Employees, or the PBA.

Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless a step is waived by mutual consent in writing:

Step One

- a) An aggrieved Employee shall institute action under the provisions hereof within thirty (30) days of the date of the alleged grievance to the Chief of Police of the **BOROUGH OF WESTWOOD** and simultaneously to the councilman designated as Commissioner for the **BOROUGH OF WESTWOOD**, or his Designee. An attempt shall be made to resolve the matter informally. Failure to submit in writing the alleged grievance to the Chief of Police of the **BOROUGH OF WESTWOOD**, or his Designee, within thirty (30) days of the alleged occurrence shall be deemed to constitute an abandonment of said grievance.
- b) The Chief of the Department, or the Commissioner shall render a decision within thirty (30) days after receipt by him, in writing, of the alleged grievance. Failure to render a decision

within thirty (30) days of receipt of a grievance in writing by the Chief of Police shall be deemed a denial of said grievance.

Step Two

a) In the event the grievance has not been resolved through Step One, then within thirty (30) days following the determination or within thirty (30) days after the failure of the Police Commissioner or Chief to act, the matter may be submitted to the Mayor and Council by submitting the written and signed grievance to the Clerk of the **BOROUGH**.

b) The Mayor and Council shall review the matter and make a determination within thirty (30) days from the receipt of the grievance, or at their next work session, whichever is closest in time to the receipt of said grievance by the Clerk of the **BOROUGH**. However, receipt by the Clerk of the **BOROUGH**, of a grievance satisfying the conditions of this clause on the same day as a scheduled work session need not be placed on the Agenda of that work session in the discretion of the Mayor and Council.

c) The Mayor and Council shall take up the matter of the grievance in closed or open session according to the best interests of the **BOROUGH OF WESTWOOD**, taking into consideration the preference of the grievant.

d) After consideration by the Mayor and Council of the grievance, a decision by the Mayor and Council on same must be rendered in writing within thirty days of same.

Step Three

a) If the grievance is not settled through Step One and Two, either party may refer the matter to the Public Employees Relations Commission within thirty (30) days after the determination by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Commission.

b) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

c) The costs of the services of the Arbitrator shall be borne equally between the **BOROUGH OF WESTWOOD** and the **ASSOCIATION**. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. Provided, however, said extension or contraction of the time limits shall be agreed to in writing, signed by the Mayor and Council and the Grievant, or his/her Representative.

APPROVED:  BOROUGH

 ASSOCIATION


XXX. VACATIONS


Vacations shall be administered under the terms of this Contract as per the Vacation Memorandum of March 2, 1974. (Days to be chosen in units of four (4) hour increments and/or days in units of one or more by seniority, subject to manpower requirements.)

It is agreed by, to, and between the parties that the existing Vacation Benefit Schedule is to be amended to read as set forth on Schedule "B" annexed hereto.

An Employee may arrange and carry into the next succeeding year, five (5) vacation days. Such carrying of days shall be used in that succeeding year.

A yearly calendar shall be posted by the Police Department at the beginning of the year which shall show vacation time and personal time.

APPROVED:  BOROUGH


 ASSOCIATION

XXXI. TOUR EXCHANGE

Employees may exchange tours of work between themselves, however, the BOROUGH shall incur no additional expense by virtue of such changes.

Employees must receive approval from the Chief or his or her designee to exchange tours of work between themselves, which approval shall not be unreasonably withheld. A denial of an application for tour exchange under this section by the Chief shall only be made for sufficient cause, such as specialized training or other exigent circumstances. Any such denial may become the subject of a grievance filed pursuant to the grievance procedure under this Agreement. For the purpose of this clause, Employees shall not be required to advise superiors of the reason for the requested tour exchange.

APPROVED:  BOROUGH

 ASSOCIATION


XXXII. IN-SERVICE TRAINING

To the extent that in-service training is offered, opportunities will be equitably distributed in the department to the end that all officers shall be tendered approximately an equal number of training opportunities with due regard to rank, length of service and past performance as to educational sessions. This policy is not intended to unduly limit the

Chief of Police discretion nor does it contemplate absolute precision.

Attendance at all in-service training schedule programs which are outside the Officer's normally scheduled tour of duty shall be considered as time worked. The **BOROUGH** shall endeavor to establish a training program to provide for continuing professional growth of police officers.

APPROVED:  BOROUGH

 ASSOCIATION

XXXIII. OFF DUTY POLICE ACTION

The parties agree that all police officers are presumed to be subject to duty twenty-four (24) hours a day. The Employer agrees that any action taken by a member of the force on his/her time off, which would have been taken by an officer on duty if present and available, shall be considered police action, and the Employee shall have all of the rights, and benefits concerning such actions as if (s)he were then on active duty.


APPROVED:  BOROUGH

 ASSOCIATION

XXXIV. SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, said provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

APPROVED:  BOROUGH

 ASSOCIATION

XXXV. CONTRACTOR DETAILS

Section 1

The **BOROUGH** and the **ASSOCIATION** agree that the Westwood Police Department shall be the sole provider of traffic related services in the **BOROUGH** unless mutually agreed upon by the Chief of Police and the **ASSOCIATION**. Within a reasonable time following the execution of this Agreement, the **BOROUGH** shall enact an ordinance requiring that any contractor or other employer requiring additional traffic management services on any project or event occurring in the Borough of Westwood shall utilize the Westwood Police Department for such services.

Section 2


Payment for any overtime work performed by any Employee on a Westwood Police Department traffic detail shall be made no later than the next payroll period.


Section 3

The **BOROUGH** may agree to pay the going "county rate" for any qualifying county traffic details. If the **BOROUGH** elects to utilize the "county rate," all Employees shall receive that amount, regardless of the Employees normal pay grade. For all other traffic details, Employees shall receive their normal overtime rate.

Section 4

There shall be a four (4) hour minimum recall for any traffic details.

APPROVED:  BOROUGH


 ASSOCIATION

XXXVI. DURATION

This Agreement shall become effective January 1, 2019 and shall terminate December 31, 2020.

Unless written notice is given at least thirty (30) days prior to the expiration of this Agreement of the proposed change thereto, this Agreement shall continue in full force and effect until and unless a subsequent Agreement is entered into by the parties.

APPROVED:  BOROUGH

 ASSOCIATION

IN WITNESS WHEREOF, the Parties hereto have entered their hands and seal this 19th day of May, 2020.

BOROUGH OF WESTWOOD

By: Raymond Arroyo
Raymond Arroyo, Mayor

ATTEST:

Karen Hegler

**THE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 206
(WESTWOOD UNIT)**

[Signature]

[Signature]

Chris [Signature]

Michelle [Signature]

[Signature]

SCHEDULE A

- 1) BASE WAGES for Employees hired on or before January 1, 2016. Employees will advance one step on January 1 of each calendar year. (All Pay Rates Effective January 1st of the Year Indicated)


Patrol Officers:

Steps	2019	2020
1	\$40,916	\$41,735
2	\$49,035	\$50,016
3	\$57,155	\$58,298
4	\$65,274	\$66,579
5	\$73,393	\$74,861
6	\$81,512	\$83,143
7	\$89,631	\$91,424
8	\$97,751	\$99,706
9	\$105,870	\$107,987
10	\$113,989	\$116,269
11	\$122,108	\$124,550
12	\$132,855	\$135,512

Sergeant of Police:

	2019	2020
<u>Years of Service</u>	\$145,898	\$148,816


APPROVED:  BOROUGH

 ASSOCIATION

2) BASE WAGES for Employees hired on or after January 1, 2016 shall be based upon the following pay guide. All employees in guide will advance one step on January 1 of each calendar year. (All Pay Rates Effective January 1st of the Year Indicated)

Steps	2019	2020
1	\$40,916	\$41,735
2	\$47,854	\$48,811
3	\$54,854	\$55,951
4	\$61,730	\$62,965
5	\$68,668	\$70,042
6	\$75,606	\$77,119
7	\$82,545	\$84,195
8	\$89,483	\$91,272
9	\$96,421	\$98,349
10	\$103,348	\$105,415
11	\$110,297	\$112,503
12	\$117,235	\$119,579
13	\$124,173	\$126,656
14	\$131,111	\$133,733
15	\$138,053	\$140,814

APPROVED:  BOROUGH


 ASSOCIATION

SCHEDULE B

VACATION BENEFITS

Years of Service	Days of Vacation
0 - 1	0
1 - 2	10
3 - 5	14
6 - 10	18
11 - 15	21
16 and over years of service day per year to a maximum of 26 days	add one (1)

APPROVED:  BOROUGH


 ASSOCIATION

SCHEDULE C

INITIAL ISSUE FOR NEW OFFICERS

- 1 Winter Hat
- 1 Summer Hat
- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 3 Medium Weight Pants
- 1 Winter Coat
- 1 Blouse
- 1 Pair Shoes
- 1 Rain Coat
- 1 Rain Hat
- 1 Pair Gloves
- 8 Shoulder Patches
- 12 Collar Patches
- 2 Ties
- 1 Pair Rubber Boots
- 1 Name Plate
- 1 Gun Belt
- 1 Pants Belt
- 1 Holster
- 1 Cartridge Case
- 1 Handcuff Case
- 4 Belt Keepers
- 1 Baton Holder
- 2 Uniform Badges
- 2 Hat Badges
- 1 Pair Handcuffs
- 1 Service Weapon
- 1 Off Duty Weapon
- 1 Box of Ammunition

APPROVED:  BOROUGH


 ASSOCIATION

SCHEDULE D

List of Academy Courses for which Retro Credit will be received. Maximum benefit of \$250.00 per year.

Course Titles	Hours
1. Barricaded Subject Response.....	35
2. Traffic Accident Investigation.....	70
3. Arrest Search and Seizure.....	14
4. Crimes Against Women and Children.....	21
5. Report Writing.....	7
6. Repelling and Evacuation.....	21
7. Certified C.P.R.	21
8. Breathalyzer.....	35
9. Practical Photography.....	35
10. Shotgun Instruction.....	7
11. Bank Robbery Seminar.....	7
12. Narcotic Investigation.....	35
13. Crime Scene Investigation.....	14
14. Police Juvenile Relations.....	21
15. Police Training Refresher Course.....	35
16. Courtroom Testimony.....	7
17. Drug Abuse and the Community.....	7
18. Advanced Photography.....	35
19. Grand Jury Case Preparation.....	7
20. Practical Fingerprint Investigation.....	35
21. Interrogation Techniques.....	7
22. Police Management.....	35
23. Legal Training.....	21
24. Criminal Investigation.....	35
25. Methods of Instruction.....	35
26. Criminal Law.....	21
27. Advanced Criminal Investigation.....	35
28. Arson Investigation.....	35

APPROVED:  BOROUGH

 ASSOCIATION

SCHEDULE E

The **BOROUGH** shall have the right to "float" persons covered by the Contract not more than three (3) times per calendar year subject to the following restrictions:

- A) A "float" is defined as changing an eight (8) hour calendar day of work from one (1) calendar day to another calendar day within a calendar year.
- B) The use of a "float" shall not result in a single day off at any time.
- C) The use of a "float" must result so that an Employee is assigned to contiguous like tours of work.
- D) The Employer shall use its best efforts to equalize "float" use among Employees covered by the Agreement.
- E) The Employer shall give a minimum of thirty (30) calendar days notice if the "float" option is to be exercised.
- F) PBA waives contract clause for Sergeant's pay for Patrol Officer working in place of Sergeant as tour commander.

APPROVED: _____



BOROUGH



ASSOCIATION

EXHIBIT A

RESOLUTION
MAYOR AND COUNCIL OF THE
BOROUGH OF WESTWOOD

TITLE: Resolution Approving the Collective Bargaining Agreement between the Borough of Westwood and the New Jersey Policemen's Benevolent Association, Local 206 for the period January 1, 2019 through December 31, 2020

RESOLUTION #20- *115*

WHEREAS, the Collective Bargaining Agreement ("CBA") between the Borough of Westwood ("Westwood") and the Policemen's Benevolent Association, Local 206 ("PBA") expired on December 31, 2018; and

WHEREAS, Westwood and the PBA have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor CBA; and

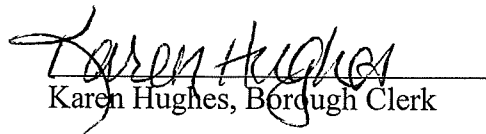
WHEREAS, Westwood and the PBA have agreed upon the terms of a successor CBA for the term January 1, 2019 through December 31, 2020; and

WHEREAS, Westwood wishes to memorialize its approval of the terms and conditions of the successor CBA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Westwood that the Collective Bargaining Agreement as between the Borough of Westwood and the Policemen's Benevolent Association, Local 206, for the term January 1, 2019 through December 31, 2020, be and hereby is APPROVED; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Administrator and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

Certified to be a true copy of a
 Resolution adopted at the meeting
 of the Mayor and Council on
 May 19, 2020


 Karen Hughes, Borough Clerk

NAME	MOVED	SECOND	AYES	NAYS	ABSENT	ABSTAIN
Bicocchi			✓			
Collins		✓	✓			
Dell	✓		✓			
Hodges			✓			
Murphy			✓			
Montana			✓			

RESOLUTION
MAYOR AND COUNCIL OF THE
BOROUGH OF WESTWOOD

TITLE: Resolution Approving the Memorandum of Understanding between the Borough of Westwood and the Policemen’s Benevolent Association Local #206

RESOLUTION #20- *104*

WHEREAS, the Collective Bargaining Agreement (“CBA”) between the Borough of Westwood (“Westwood”) and Policemen’s Benevolent Association Local #206 (“PBA”) expired on December 31, 2018; and

WHEREAS, Westwood and the PBA have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor CBA; and

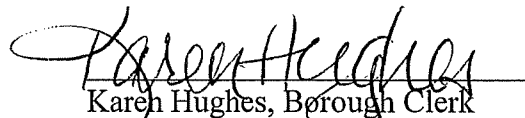
WHEREAS, as part of the negotiations for a successor CBA, a Memorandum of Understanding (“MOU”) between Westwood and the PBA has been agreed to between the parties; and

WHEREAS, Westwood wishes to memorialize its approval of the terms and conditions of the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Westwood that the Memorandum of Understanding between the Borough of Westwood and Policemen’s Benevolent Association Local #206 for the term January 1, 2019 through December 31, 2020, the terms of which are incorporated by reference herein, be and hereby is **APPROVED**; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Administrator, the Borough Attorney, the Borough Labor Attorney and the Chief Financial Officer, are authorized to take all appropriate actions so as to implement this Resolution.

Certified to be a true copy of a
Resolution adopted at the meeting
of the Mayor and Council on
May 5, 2020


Karen Hughes, Borough Clerk

NAME	MOVED	SECOND	AYES	NAYS	ABSENT	ABSTAIN
Bicocchi			✓			
Collins		✓	✓			
Dell	✓		✓			
Hodges			✓			
Murphy			✓			
Montana			✓			

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOROUGH OF WESTWOOD
AND PBA LOCAL NO. 206 ("WESTWOOD UNIT")**

THIS MEMORANDUM OF AGREEMENT, by and between the BOROUGH OF WESTWOOD (hereinafter referred to as the "Employer") and PBA LOCAL NO. 206, representing law enforcement officers holding the ranks of Police Officer, Detective, Police Sergeant and Detective Sergeant (hereinafter referred to as "Union"), made and entered into on this 5th day of May, 2020.

WHEREAS, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the Collective Bargaining Agreement between the Employer and the Union that expired on December 31, 2018 (the "2015-2018 CBA"); and,

WHEREAS, the parties have arrived at a tentative agreement.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. The provisions of this Memorandum of Understanding are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum of Understanding for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Employer and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the prior Agreement shall be carried forward except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of this proposed negotiated Memorandum of Understanding.
7. Unless otherwise specified, all changes shall be retroactive to their effective date under the new Agreement.
8. Duration: January 1, 2019 through December 31, 2020
9. Salaries (Article XIX): A 2% increase across the board in each year (step movement as well as off guide and Sgts).

ATTEST:

By: 

Warren Morrell



Chris Horst



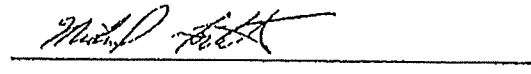
Samuel Ross Mann

Dated: 05/01/2020

PBA LOCAL NO. 206
WESTWOOD UNIT



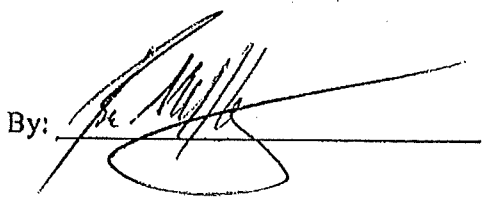
Sean Roche



Michael Fortunat

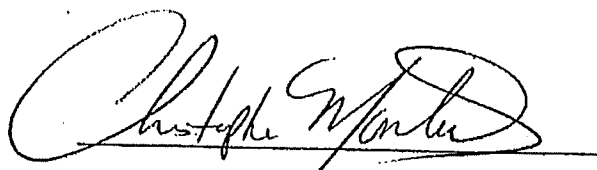
Dated: 05/01/2020

ATTEST:

By: 

Dated: 5-5-2020

BOROUGH OF WESTWOOD



Dated: 5-5-2020