

A G R E E M E N T

Between

THE TOWN OF WESTFIELD

and

THE NEW JERSEY STATE P.B.A. LOCAL NO. 90

Effective: January 1, 1996 through December 31, 1998

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This Agreement made as of the 1st day of January 1996, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and the NEW JERSEY STATE P.B.A. Local No. 90, hereinafter referred to as the "P.B.A.";

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

Section 1. The Town hereby recognizes the P.B.A. as the sole and exclusive representative for purposes of collective negotiations for all members of the Police Department of the Town, but excluding the Chief of Police and Deputy Chief of Police.

ARTICLE II

PAYROLL DEDUCTION OF P.B.A. DUES

Section 1. In accordance with N.J.S.A. 52:14-15.9e, the Town agrees to deduct from the salaries of members of the department represented by the P.B.A., dues for membership in the P.B.A. provided the member files an appropriate written authorization with the Town. The deductions will be made quarterly.

The dues so deducted will be transmitted to the P.B.A. Treasurer. The P.B.A. shall certify to the appropriate Town official in writing the current rate of membership dues.

Section 2. The P.B.A. agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in

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any manner resulting from action taken by the Town at the request of the P.B.A. under this Article.

ARTICLE III

AGENCY SHOP

Section 1. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town.

Section 2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

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ARTICLE IV

MANAGEMENT PREROGATIVES

Section 1. It is understood and agreed that the Town possesses the sole right to conduct the Town's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it.

Section 2. It is further agreed and understood that all rights of management are retained by the Town unless otherwise specifically restricted by this Agreement.

ARTICLE V

NO STRIKE

Section 1. During the term of this Agreement the P.B.A. agrees that there shall be no strikes, work stoppages, job actions or slowdowns or any kind.

ARTICLE VI

P.B.A. SECURITY

Section 1. The parties hereto agree that the conduct of the internal affairs of the P.B.A. is the sole responsibility and right of the officers and members of the P.B.A.

Section 2. The Town and the P.B.A. agree not to discriminate against, interfere with, or coerce any member of the Department in the exercise of his or her right to form, join and assist the P.B.A. or to refrain from any such activity.

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ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his or her immediate supervisor either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally.

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, he or she may file a grievance in writing with the Chief of Police or the Chief's designated representative. A hearing on the grievance shall be held between the Chief of Police or the Chief's designated representative and the aggrieved party and the P.B.A.'s designated representative.

Those parties present at Step 1 may be present at Step 2. The Chief of Police will render a decision in writing within five (5) working days.

Step 3. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, he or she may submit the matter for review by the Town Administrator within seven (7) working days after receiving the decision in Step 2. The Town

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Administrator shall render a written decision from the record presented within ten (10) working days.

Step 4. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 3, he or she may submit the matter for review by the Mayor within seven (7) working days after receiving the decision in Step 3. The Mayor shall render a final written decision from the record presented within ten (10) working days.

Step 5. Within two (2) weeks of the transmittal of the written answer by the Mayor, if the grievance is not settled to the satisfaction of the P.B.A., it may request that the grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Mayor.

The grievance may be submitted to the New Jersey State Board of Mediation or the Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and the decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the P.B.A. shall have the right to submit a grievance to arbitration.

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Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

ARTICLE VIII

SALARIES

Section 1. During the term of this Agreement, salaries for employees shall be as set forth in Schedules A and B which are appended hereto and incorporated herein by this reference.

Section 2. Holidays - Employees shall be paid in addition to their annual salary, thirteen (13) holidays on the basis of eight (8) hours' pay per day.

Section 3. Sick Leave Payout on Retirement - Sworn officers of the Department, below the rank of Deputy Chief, will be paid one (1) day's pay for each four (4) days of accrued sick leave of record upon honorable discharge. The maximum sick leave accrual permitted will be ninety (90) days.

Section 4. Unused sick leave days shall be accumulated from year to year, for a maximum of ninety (90) days. When an employee has accumulated ninety (90) sick leave days, he will be given up to fifteen (15) additional days for use in a given year. For purposes

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of use as needed while on active duty, the parties agree to maintain the sick leave supplement of up to an additional 25 days. This sick leave supplement is created by unused sick leave from the 15 days per year, but sick supplement shall not be available for pay out on retirement.

Each employee may use up to five (5) sick days as paid time off upon the birth or adoption of a child. This leave shall begin no later than one (1) week after the birth or adoption.

Each employee may also use up to fifty (50%) percent of annual sick leave entitlement for the care of a sick member of the immediate family living in the household of the employee. This benefit shall be administered in accordance with present practice.

ARTICLE IX

LONGEVITY

Section 1. All employees hired prior to January 1, 1996 shall be entitled to the longevity payment program and the computation for longevity payments will be made from the anniversary date of employment as follows:

One percent (1%) after five (5) years of service.

Three percent (3%) after ten (10) years of service.

Five percent (5%) after fifteen (15) years of service.

Seven percent (7%) after twenty (20) years of service.

Nine percent (9%) after twenty-four (24) years of service.

Section 2. All employees hired on or after January 1, 1996 shall not be entitled to participate in the longevity payment program.

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ARTICLE X

PROFESSIONAL LIABILITY INSURANCE & LEGAL DEFENSE

Section 1. The Town shall provide Professional Liability Insurance coverage for all personnel of the Department of Police in accordance with the policy with the insurance carrier.

Section 2. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

Section 3. The parties will establish by mutual agreement a panel of five attorneys having law offices in Town from which the police officer requiring representation may make his selection, subject to approval by the Town. Such approval by the Town shall not be unreasonably withheld.

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ARTICLE XI

VACATIONS

Vacation benefits paid on the basis of eight (8) hour pay per day will be as follows:

Section 1.

(a) Up to five (5) working days' vacation will be granted during the first calendar year of employment by the Town. One day of vacation will be allowed for each two full calendar months of service in such year up to the maximum of five (5) days.

(b) Ten (10) working days' vacation shall be allowed annually with completion of one (1) anniversary year of continuous service.

(c) Fifteen (15) working days' vacation shall be allowed annually with completion of four (4) anniversary years of continuous service.

(d) Twenty (20) working days' vacation shall be allowed annually with the completion of nine (9) anniversary years of continuous service.

(e) Twenty-five (25) working days' vacation shall be allowed annually with the completion of fifteen (15) anniversary years of continuous service.

(f) Twenty-eight (28) working days' vacation shall be allowed annually with the completion of twenty-one (21) anniversary years of continuous service.

Section 2. An employee can take one week's vacation in one day increments. Such election of time off cannot be made until after all full week vacations are scheduled throughout the

Department and subject to the manpower needs of the Department and the approval of the Chief or his designee.

ARTICLE XII

RETIREE BENEFITS

Section 1. An employee who retires shall be entitled to continue under the Town's Health Benefits Program (employee and eligible dependent coverage applicable at the time of retirement) provided the employee has at least twenty-five (25) years of creditable service in the Police and Firemen's Retirement system. This coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This benefit shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse or eligible dependents, coverage will continue until the spouse reaches age sixty-five (65) and/or the dependents are no longer eligible for coverage.

Section 2. The benefits to retired employees as provided for in this Article are limited to the term of this Agreement and become a subject of bargaining thereafter, except that retirees' coverage will be the same as provided for the employees covered under this Agreement.

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ARTICLE XIII

SENIORITY

Section 1. Seniority shall be defined as an employee's accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

1. Time lost due to absence for active military service.
2. Absence due to a bona fide illness or injury, certified by a physician, and arising in the line of duty and extending for whatever period the employee shall remain a member of this Department.

Section 2. Seniority shall be lost, however, for any of the following reasons:

1. Voluntarily continuing in the active military service beyond the time scheduled for release therefrom.
2. Voluntarily re-enlisting in the active military service.
3. Discharge from employment as a member of the Department.
4. Resignation as a member of the Department.
5. Continued absence from duty for five (5) consecutive working days without leave or notice, and without advising the Department for such absence.
6. Retirement from the Department.

Section 3. Seniority of the members of the Department shall be the basis for determining preference of a vacation.

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Section 4. Lay-Off and Recall

1. Seniority shall prevail in cases of lay-off, recall, and demotion in rank due to a need for reduction in force. Demotion in rank and/or lay-offs shall be in the inverse order of appointment to the rank held and reinstatement shall be in the reverse order of employee's demotion and/or lay-off.

2. A demoted employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which employee was demoted in rank, shall be required to take the recall. Failure to take such offered position shall result in loss of all accrued rights to reinstatement at the higher rank.

3. A laid-off employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and termination.

4. Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Township's records and it shall be the obligation of the employee to provide the Township with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within five (5) consecutive calendar days of date of notice, and shall return within fourteen (14) calendar days or his employment shall be terminated without recourse to this Agreement.

5. In the event a recall is necessary on less than five (5) days notice, the Township may call upon the laid-off employee(s) either personally or by telephone, until an employee able to return to work is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed fourteen (14) days, and employees passed over because of their inability to return to work immediately will be given notice to report to work at the end of said fourteen (14) day period.

ARTICLE XIV

PROMOTIONAL PROCEDURES

Section 1. - GENERAL QUALIFICATIONS OF POLICEMEN.

No person shall be appointed an officer or member of the police force unless he is a citizen of the United States and has been a resident of the State in which he is appointed, is sound in body, of good health sufficient to satisfy the Board of Trustees of the Police Retirement System of New Jersey, that such person is eligible to membership in the Police Retirement System, able to read, write and speak the English language well and intelligently, and is of good moral character. No person shall be so appointed who has been convicted of any act constituting an indictable offense, or who has been convicted of any crime or offense involving moral turpitude.

Section 2. - RANK DEFINITION: LATERAL MOVEMENT:

Below the rank of Chief of Police, ranks of the Westfield

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Police Department shall be designated as;

**CAPTAIN OF POLICE
LIEUTENANT OF POLICE
SERGEANT OF POLICE**

- A. Ranking officers of the Westfield Police Department may be laterally assigned within the police department to Patrol, Specialized Bureau's or Divisions, at the discretion of the Chief of Police.
- B. Personnel may be laterally re-assigned, at any time, within the Westfield Police Department at the discretion of the Chief of Police.

Section 3. - MINIMUM REQUIREMENTS TO COMPETE FOR PROMOTIONAL POSITIONS.

A police officer of the Westfield Police Department must meet the following minimal requirements to participate in the examination process for promotion to the following positions:

A. **SERGEANT OF POLICE:**

To qualify for the position of Sergeant of Police, officers must have at least four years of active service with the Westfield Police Department on the date of the written examination.

B. **LIEUTENANT OF POLICE:**

To qualify for the position of Lieutenant of Police, officers must be a Sergeant of Police of the Westfield

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Police Department for at least two years and have at least six years of active service with the Westfield Police Department on the date of the written examination.

C. CAPTAIN OF POLICE:

To qualify for the position of Captain of Police, officers must be a Lieutenant of Police of the Westfield Police Department..

Section 4. - PROMOTIONAL PROCEDURES.

The examination and appointment process for the position of Captain of Police, Lieutenant of Police and Sergeant of Police shall function in the following manner:

A. CAPTAIN OF POLICE:

The Chief of Police shall make a recommendation of appointment without any formal testing procedure. Candidates simply must meet the above qualification and the Chief of Police will make a recommendation for appointment from the qualified officers.

B. LIEUTENANT OF POLICE:

For all promotions to the rank of Lieutenant of Police, a notice shall be posted requesting qualified personnel to submit a notice of intent to participate in the examination process for the position posted, within a specified date.

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If four or less candidates file a notice of intent to participate, the Chief of Police may make the recommendation for appointment, without formal testing from the qualified officers.

The selection process for the position of Lieutenant of Police will consist of:

1. Written examination25% weighing
 2. Oral examination.....25% weighing
 3. Supervisory panel review.....40% weighing
 4. Longevity (seniority).....10% weighing
- Longevity (seniority) shall be based on the following scale of completed years of service;
- 5 - 9 years of service2 points
 - 10-15 years an additional 3 points = 5 points
 - 16-20 years an additional 3 points = 8 points
 - 21 and over, an additional 2 points = 10 points

Candidates with the top three numerical scores will be certified to the Chief of Police. The Chief of Police shall make a recommendation of appointment of any one of the top three candidates. If more than one appointment is to be made, the next highest score or scores shall be certified and recommendation for appointment shall be made from any one of the three highest rated candidates.

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C. **SERGEANT OF POLICE:**

For all promotions to the rank of Sergeant of Police, a notice shall be posted requesting qualified personnel to submit a notice of intent to participate in the examination process for the position posted, within a specified date.

If four or less candidates file a notice of intent to participate, the Chief of Police may make the recommendation for appointment, without formal testing form the qualified officers.

The selection process for the position of Sergeant of Police will consist of:

1. Written examination 25% weighing
Candidates who finish in the top half in the foregoing written examination will be invited to an oral examination.
2. Oral examination 25% weighing
3. Supervisory panel review 30% weighing
Evaluation will be based on job knowledge and simulated scenario's of practical job related situations.
4. Performance evaluation10% weighing
Panel of supervisors will review the evaluation forms previously prepared for each candidate over

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the past three years and convert said forms into numerical scores.

5. Longevity (seniority)10% weighing
Longevity (seniority) shall be based on the following scale of completed years of service:
- 5 - 9 years of service 2 points
 - 10-15 years an additional 3 points = 5 points
 - 16-20 years an additional 3 points = 8 points
 - 21 and over, an additional 2 points = 10 points

Candidates with the top three numerical scores will be certified to the Chief of Police. The Chief of Police shall make a recommendation of appointment of any one of the top three candidates. If more than one appointment is to be made, the next highest score of scores will be certified and a recommendation of appointment will be made from any one of the three highest rated candidates.

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Section 5. - OTHER CONSIDERATIONS IN THE PROMOTIONAL EXAMINATION AND SELECTION PROCESS:

A. WRITTEN EXAMINATION:

1. Notice of a written examination date shall be posted at least six (6) weeks prior to the date of the written examination. Notice shall also indicate the general type of written examination that will be administered.
2. All written tests shall be coded so that the paper being scored is not identified as belonging to a specific candidate.
3. Candidates may request to see their written examination.

B. ORAL EXAMINATION:

1. All candidates will be interviewed by the same Oral Board.

C. SUPERVISORY PANEL:

1. The supervisory evaluation panel will be comprised of Captains and Lieutenants of the Westfield Police Department.
2. The number of supervisory officers on the panel shall be set by the Chief of Police.
3. All candidates shall be reviewed by the same supervisory panel.

D. POSTING OF EXAMINATION RESULTS:

1. Candidates for each promotional position with the three highest scores will be announced.
2. Examination result for all candidates will be posted using the coding system.

E. DURATION PERIOD OF EXAMINATION:

The eligibility lists for positions and numeric rankings created by the examination process will remain in effect for (24) months after the date of the posting of the final examination results.

ARTICLE XV

EVALUATION

Section 1. All employees shall be evaluated a minimum of one time each year. Each evaluation shall be in writing and a conference with the employee's evaluator shall occur within ten (10) working days of such evaluation.

Section 2. The evaluation report should identify the strengths and weaknesses. If any weaknesses should occur, remedies for correction should be included.

Section 3. No employee shall be required to sign a blank evaluation form. No evaluation shall be placed in an employee's file without the prior conference with the employee.

Section 4. The employee shall have the right to offer his/her views and such views shall be attached to the particular evaluation.

ARTICLE XVI

PERSONNEL RECORDS

Section 1. No evaluation report shall be submitted to the Business Administrator's office, placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

Section 2. The employee shall acknowledge that he has had the opportunity to review such material by affixing his 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 and his answer shall be reviewed by the Business Administrator or his designee and attached to the file copy.

Section 3. Although the Town agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

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ARTICLE XVII

LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave of absence without pay may be granted by the Department Head with the approval of the Town Administrator for a period not exceeding three (3) months, which period may be renewed for a total not exceeding one (1) year, to any permanent employee whether paid on a full time annual basis or an hourly basis. The Town Council may extend a leave of absence without pay beyond one (1) year for a three (3) month period which may be renewed, but the total of any leave of absence shall not exceed a second year.

Section 2. Leave of absence without pay may be granted for:

- (a) Temporary physical or mental incapacitation.
- (b) Any reason deemed appropriate by the Town Administrator.

Section 3. Leaves of absence without pay for persons in the active military service are governed by Title 38 of the New Jersey Statutes and such statutes as amended from time to time shall govern the actions of the Town of Westfield and the employee in such cases.

Section 4. Leave of absence will not be granted to employees as a matter of convenience or temporary advantage. Any employee requesting leave of absence without pay shall submit such request in writing to the Town Administrator through the Department Head, stating the reasons he or she desires such leave of absence when he or she desires it to begin and the probable date of return to duty.

Leaves of absence without pay shall become effective only after approval by the Town Administrator or Town Council, as appropriate.

Section 5. Any employee not returning to such employment within five (5) business days after the expiration of any authorized leave of absence or within ninety (90) calendar days of his release from active military service shall also be deemed to have resigned not in good standing.

ARTICLE XVIII

MILITARY LEAVE FOR ANNUAL FIELD TRAINING

Section 1. Upon proper application to his Department Head, an employee who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, United States Marine Corps Reserve or the National Guard shall be entitled to a leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employees.

ARTICLE XIX

CIVIL LEAVE

Section 1. An employee who is subpoenaed as a witness in a civil or criminal case not involved in his capacity as a town employee or an employee who is called and serves on a jury may be granted paid leave for that time he is officially involved with the court in such capacity.

ARTICLE XX

BEREAVEMENT LEAVE

Section 1. Bereavement leave with pay will be granted at the time of death of a member of an employee's immediate family as defined herein up to a maximum of four (4) days between the death and the burial. Employees of the Jewish faith will be given similar leave up to a maximum of four (4) days off.

Section 2. For the purposes of this Article, immediate family is defined as follows: father, mother, stepfather, stepmother, sister, brother, husband, wife, child, current father-in-law or current mother-in-law.

Section 3. The Town agrees to permit employees one day of bereavement leave on the day of the funeral of a grandparent, current brother-in-law or current sister-in-law.

ARTICLE XXI

POLICE VEHICLES

Section 1. Police vehicles should be available for travel to attend special training classes, court and administrative hearings. If not available, officers will be reimbursed effective upon the execution of this Agreement, twenty cents (20¢) per mile, calculated from Police Headquarters, for the use of their private cars for such purposes. This does not apply to probationary employees attending the Basic Police Academy.

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BERTY TURNER, ATTORNEY AT LAW
PH: 860-399-1177

ARTICLE XXII

RETENTION OF EXISTING BENEFITS

Section 1. Dental benefits are provided in Schedule B. All benefits including PACE and Rider J which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Town during the term of this Agreement and the deductibles shall be maintained at \$200.00 and \$300.00.

Section 2. Except as modified by this agreement, all Municipal Ordinances pertaining to the Department of Police presently in effect are incorporated herein by this reference.

ARTICLE XXIII

CLOTHING ALLOWANCE

Each employee will receive an allowance of four hundred and twenty-five (\$425) dollars per year for clothing maintenance. After November 1st of each year this annual allowance shall be made as a bulk payment to all employees on the payroll as of November 1 of each year.

In addition to the above, employees in the Detective Bureau will receive \$275 per year.

ARTICLE XXIV

INJURY ON DUTY

Whenever an employee sustains a work-incurred injury, a leave of absence with pay and full fringe benefits will be granted for the ninety (90) day exclusion period under the Town's Salary Continuation Program. This leave of absence with pay will be continued for the remainder of one full year. However, during this

additional period, holiday benefits will be suspended. Workers Compensation benefits payable during such leave of absence will be payable to the Town. At the conclusion of one full year of leave of absence with pay resulting from a work-incurred injury, the employee will be covered under the Town's Salary Continuance Program with no further extension of these benefits, nor will the use of accrued sick or vacation benefit days be permitted.

ARTICLE XXV

JUST CAUSE FOR DISCIPLINE/DISCHARGE

Section 1. Excluding probationary employees, no permanent employee shall be disciplined, discharged, reprimanded, reduced in rank or compensation without just cause.

Section 2. Disciplinary grievances, excluding discharge, shall be arbitrable to the extent permitted by law.

ARTICLE XXVI

EQUIPMENT

Each employee shall be provided, at the employer's expense, with the following specified items which have been agreed to as necessary for the employee to discharge his/her duties and responsibilities: flashlight, batteries and bulbs for same, pens, whistles, note pads, rain caps, rain coats.

ARTICLE XXVII

SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or

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subsequently enacted legislation or any decree of a Court or tribunal of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portion thereof.


Section 2. In the event any provision of this Agreement shall conflict with any federal or state law, the appropriate provision or provisions of this Agreement shall be deemed amended or nullified to conform to such law in which event such provision may be negotiated by the parties.

ARTICLE XXVIII

DURATION

This Agreement shall be effective on January 1, 1996 and shall terminate on December 31, 1998.

ATTEST:




Town Clerk

TOWN OF WESTFIELD



Mayor

NEW JERSEY STATE P.B.A.
LOCAL NO. 90



President

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(8614)

SCHEDULE A
SALARY SCHEDULE
FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1996

	<u>Effective</u> <u>1/1/96</u>	<u>Effective</u> <u>1/1/97</u>	<u>Effective</u> <u>1/1/98</u>
Captain of Police-----	\$66,401	\$69,103	\$71,660
Lieutenant-Detective of Police--	\$63,523	\$66,109	\$68,555
Lieutenant of Police-----	\$61,353	\$63,852	\$66,215
Sergeant-Detective of Police----	\$58,855	\$61,250	\$63,516
Sergeant of Police-----	\$56,300	\$58,592	\$60,760
Detective of Police-----	\$56,300	\$58,592	\$60,760
Detective of Police-Second Grade	\$52,398	\$54,531	\$56,549
Police Officer for the sixth year and all subsequent years from date of appointment-----	\$50,500	\$52,553	\$54,500
Police Officer for the fifth year from the date of appointment----	\$46,479	\$48,222	\$50,030
Police Officer for the fourth year from the date of appointment----	\$42,446	\$44,059	\$45,711
Police Officer for the third year from the date of appointment----	\$38,445	\$39,886	\$41,382
Police Officer for the first year after completion of Probationary Rate-----	\$34,426	\$35,717	\$37,056
Probationary Rate - for the pro- bationary period of one year from date of completion of Academy---	\$30,958	\$32,119	\$33,323
Academy Rate - until completion of Academy-----	\$22,500	\$22,500	\$22,500

These increases shall be paid only to those employees on the payroll on the date the contract is signed by the Town Council.

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SCHEDULE B
SALARY SCHEDULE
FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1996

	<u>Effective</u> <u>1/1/96</u>	<u>Effective</u> <u>1/1/97</u>	<u>Effective</u> <u>1/1/98</u>
Captain of Police-----	\$66,401	\$69,103	\$71,660
Lieutenant-Detective of Police--	\$63,523	\$66,109	\$68,555
Lieutenant of Police-----	\$61,353	\$63,852	\$66,215
Sergeant-Detective of Police----	\$58,855	\$61,250	\$63,516
Sergeant of Police-----	\$56,300	\$58,592	\$60,760
Detective of Police-----	\$56,300	\$58,592	\$60,760
Detective of Police-Second Grade	\$52,398	\$54,531	\$56,549
Police Officer for the sixth year and all subsequent years from date of appointment-----	\$50,500	\$52,553	\$54,500
Police Officer for the fifth year from the date of appointment----	\$46,479	\$48,222	\$50,030
Police Officer for the fourth year from the date of appointment----	\$42,466	\$44,059	\$45,711
Police Officer for the third year from the date of appointment----	\$38,445	\$39,886	\$41,382
Police Officer for the second year after completion of Probationary Rate-----	\$34,426	\$35,717	\$37,056
Police Officer for the first year after completion of Probationary Rate-----	\$29,363	\$30,464	\$31,607
Probationary Rate - for the pro- bationary period of one year from date of completion of Academy---	\$24,300	\$24,300	\$24,300
Academy Rate - until completion of Academy-----	\$22,500	\$22,500	\$22,500

These increases shall be paid only to those employees on the payroll on the date the contract is signed by the Town Council.

Patrolmen of the Department of Police assigned to work as plainclothesmen in the Detective Bureau by the Chief of the Department shall be paid \$500 per annum in addition to any other compensation to which they may be entitled.

The member of the Department of Police assigned to work as Traffic Officer by the Chief of the Department, shall be paid \$1,000 per annum in addition to any other compensation to which he may be entitled.

Longevity Pay shall be incorporated into the base salary of all employees who receive this benefit exclusively for purposes of pension entitlement and overtime pay.

OVERTIME SCHEDULE

A. Overtime will be paid for overtime worked commencing one half hour after the normal ending of a platoon's shift (which is usually at quarter to the hour) and the half hour overtime already spent will be fully paid. Overtime rate will be time and one-half.

B. Positions

- (1) Uniformed Patrolmen.
- (2) Uniformed platoon Sergeants and Lieutenants.

C. Instances

- (1) Call back to duty - minimum three (3) hours.
- (2) An assigned task carrying beyond shift as authorized by ranking officer on duty.
- (3) Special training.

D. Departmental Emergency

Where a departmental emergency is declared by the Chief or Acting Chief, overtime will be paid to all members of the Department exclusive of the Chief or Acting Chief.

E. Compensatory Time Off

The present practice of paying three (3) days pay in compensation for all overtime will be continued as compensation for firearms training and qualifying and for overtime other than (C) and (F). The three (3) days pay will accrue to all members of the Department as presently provided. Effective 1/1/91 and thereafter, for each day of firearms qualification required beyond two (2) days per year, shall cause the number of these days to be increased by one (1) day for each day over two (2) of qualification.

Approved overtime in the Detective Bureau can be carried over to the following year and utilized at the Chief's discretion.

F. Court Time

Job related appearances of all sworn officers of the Department, below the rank of Chief, by subpoena to any court of record or Division of Motor Vehicle hearing as a witness will be compensated at the following rates when the appearances occur at other than scheduled duty time:

Municipal Court - Minimum of two hours at time and one-half (1-1/2), but not less than ----- \$25.00 per diem

All other (including civil actions) - Flat four hours at time and one-half (1-1/2) but no less than \$50.00 per diem.

G. Time Off:

Uniformed superiors will be entitled to one (1) day off each year which must be used as time off.

H. An employee who is out for three (3) days' sickness will not be required to secure a doctor's notice. However, in special circumstances, the Chief in his discretion may require a doctor's note in absences lesser than three (3) days.

I. The existing practice of time off for State P.B.A. delegate will be expanded to attend State, County and Tri-County meetings, subject to the prior approval of the Chief or his designee.

J. The town will continue its present work week of four ten-hour days with three days off, except for those uniformed officers and superiors who have a work schedule of five days on and two days off.

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Effective on or about July 1, 1996 (the target date), the parties agree to implement a modified work schedule of four eleven hour days of work followed by four days off. The work schedule to be implemented is that schedule prepared by the Department and submitted to and approved by the PBA. The Chief or his designee shall continue to have the right to change tours in accordance with present practices which includes 48 hour notices except in cases of emergency. The target date is subject to staffing requirements and both parties agree to cooperate toward implementation on or about this target date. This work schedule shall be implemented on a trial basis during the term of this contract, and at the end of each year either party can revert to the 4 on 3 off ten hour work day under the prior contract. Uniformed officers working the modified work schedule of 4 on 4 off eleven hour days have relinquished four (4) must take days off per year pro rated in the year of implementation on a quarterly basis. Thus, if the target date for implementation is achieved, uniformed officers will be entitled to two (2) must take days off in 1996.

Employees covered by this agreement who do not work the 4 on 4 off schedule will be entitled to the following holidays off with pay: New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas. These employees shall also receive a \$500 per annum stipend which shall not be added to base for calculation of salary increases but will be added for overtime and pension calculations.

With regard to time off and all other benefits which are calculated on a daily basis, such as vacations, holidays and sick days, the eight (8) hour day will be retained, with the exception that a personal day actually taken off will be at ten (10) hours (eleven (11) hours after implementation of modified work schedule) but if not taken off it will be paid for at eight (8) hours. Vacation time off may commence after regular days off subject to the Department's right to schedule for adequate shift coverage.

K. The aforestated overtime provisions shall be interpreted in accordance with the Fair Labor Standards Act as made applicable to public employees by the controlling judicial decisions.

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SCHEDULE C

Dental coverage for employees and their spouses will be continued under Delta Dental Plan of New Jersey, (Group No. 3317-01) or mutually agreed upon equivalent coverage. Effective January 1, 1994, a full family dental program, including orthodontia on a 50/50 basis to a maximum of \$1000, will be included under the provisions of this Article. Employees will contribute to the cost of this benefit when costs exceed 10% over the cost of the previous plan year. The following is an example of this dental cap computation.

<u>YEAR</u>	<u>% Increase</u>	(Monthly) <u>Total Premium</u>	<u>Town</u>	<u>Employee</u>
1986		\$14.00	\$14.00	-0-
	+20%	<u>+2.80</u>	<u>+1.40</u>	<u>+1.40</u>
1987		16.80	15.40	1.40
	+5%	<u>+ .84</u>	<u>+1.54</u>	<u>(-.70)</u>
1988		17.64	16.94	.70
	+10%	<u>+1.76</u>	<u>+1.69</u>	<u>+ .07</u>
1989		19.40	18.63	.77
	0%	<u>-0-</u>	<u>+1.86</u>	<u>(-1.86)</u>
1990		19.40	20.49	(1.09 credit)
	+20%	<u>+3.88</u>	<u>+2.05</u>	<u>+1.83</u>
1991		23.28	22.54	.74

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IN REPLY PLEASE REFER

TO FILE NO

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OF COUNSEL

FRANK X. McDERMOTT (1)(2)

ALSO D.C. (1) N.Y. (2)

PA. (3) MD. (4) CO. (5)

May 6, 1996

Dr. Simon Bosco
S.M. Bosco Associates
Riverview Acres
19 Riverview Drive
Tinton Falls, New Jersey 07724

Re: Town of Westfield -and- PBA Local No. 90
- 1996- 998 Contract

Dear Dr. Bosco:

Reference is made to my April 11, 1996 letter and our subsequent discussions concerning the above-captioned matter. It is my understanding that the PBA has met and reconfirmed the settlement between the parties, and this letter will serve the side bar agreements as follows:

1. The Town is willing to allow non-patrol officers to take the next regularly scheduled work day off when New Year's Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day holidays fall on the regularly scheduled day off of the employee.

2. The Town is willing to allow patrol officers to take their full vacation allotment and to bank the extra hours as time due the Department. Thus, for example, a patrol officer entitled to one week (or 40 hours) of vacation may take his/her vacation but will owe the Department four hours for the extra time allowed since the full value of a week on the new work schedule of 4 on 4 off with 11 hours per shift is 44 hours and not 40 hours.

Kindly confirm agreement by the Union to these provisions by signing and returning the original of this letter. The extra copy is for your file.

Dr. Simon Bosco
May 6, 1996

Page 2

Thank you for your kind cooperation.

Best regards,



Frederick T. Danser, III

FTD:ak

cc: Edward A. Gottko, Business Administrator
Anthony J. Scutti, Chief of Police

The within letter accurately sets forth the terms agreed to by the parties.

Westfield PBA Local No. 90

By: _____

Dr. Simon Bosco

Date: