

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
25 Independence Boulevard
P.O. Box 112
Liberty Corner, N.J. 07938
(908) 580-1776

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
25 Independence Boulevard
P.O. Box 112
Liberty Corner, N.J. 07938
(908) 580-1776

Effective: January 1, 2002 through December 31, 2005

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

and

THE TOWN OF WESTFIELD

Between

AGREEMENT

LAW OFFICES
 APRUZZESE, McDERMOTT,
 MASTRO & MURPHY
 A PROFESSIONAL CORPORATION
 25 INDEPENDENCE BOULEVARD
 P.O. Box 118
 LIBERTY CORNER, N.J. 07938
 (908) 580-1776

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This Agreement made as of the 1st day of January 2002, 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 2

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

ARTICLE 3

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.

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.

ARTICLE 6
P. B. A. SECURITY

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 5
NO STRIKE

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 4
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

LAW OFFICES
APRUZZESE, McDERMOTT,
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A PROFESSIONAL CORPORATION
83 INDEPENDENCE BOULEVARD
PO BOX 118
LIBERTY CORNER, N.J. 07998
(800) 860-1776

calculation.

salary for calculation of any salary increases but will be added for purposes of overtime and pension
b) They shall receive a \$500 per annum stipend, which shall not be added to base

Thanksgiving and Christmas holidays off with pay;

a) They shall be entitled to the New Year's Day, July 4th, Labor Day,

benefits in lieu of that work schedule.

year. Employees covered hereunder who do not work the 4/4 schedule shall receive the following
Uniformed officers working the 4/4 eleven hour shift relinquish the four (4) must take days off per
accordance with present practices, which includes 48 hours notice except in cases of emergency.

Section 2. The Chief or his designee shall continue to have the right to change tours in

shift consisting of ten hours of work shall also be maintained during this contract.

shift consisting of eight hours of work, and four days on followed by three days off with each work

for other officers in the department consisting of five days on followed by two days off with each work

eleven hour shift) shall be maintained during the term of this Agreement. The current work schedules

followed by four days off with each work shift consisting of eleven hours of work (herein the 4/4

Section 1. The current work schedule for patrol officers in the department of four days on

HOURS OF WORK AND OVERTIME

ARTICLE 7



alternates to attend annual PBA conventions

to attend State, County and Tri County meetings, as well as time off for the State Delegate and two

Section 3. The Town agrees to maintain the existing practice of time off for the State Delegate

Section 3. With regard to time off for holidays, sick days and other individual days, sometimes

referred to as personal days, which are actually taken off the amount of time allowed will be at the

number of hours normally worked as a shift – which is either 8 hours, 10 hours or 11 hours. If such

days are not taken off but are paid, they will be paid at eight (8) hours. Time off for vacations is

covered in the vacation article of this Agreement.

Section 4. Overtime

A. Overtime will be paid for time worked commencing one-half hour after the normal

ending of a platoon's shift (which is usually on 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 the shift as authorized by the 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. For each day of firearms qualification required beyond two (2) days per year, the number of these days will 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. Compensatory time may be accumulated to a maximum of 110 hours for employees working in the Detective Bureau and to a maximum of 55 hours for all other employees covered hereunder.

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 (1½).
All other (including civil actions) - flat four hours at time and one-half (1½).

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

H. Watch Commander - When two Sergeants and one Lieutenant are scheduled to work on a tour and one Sergeant fills in for the Lieutenant as the Watch Commander for a period of fourteen (14) consecutive work days, the Sergeant shall be paid at the base pay rate of the Lieutenant for all days worked in that capacity thereafter.

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 Chiefs

designated representative. A hearing on the grievance shall be held between the Chief of Police or the

Chiefs 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 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

GRIEVANCE PROCEDURE

ARTICLE 8

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, and the costs of the arbitration shall be shared equally by the Town and the PBA.

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.

Section 1. Employees covered hereunder shall be entitled to 1 sick day per month of service during the balance of the first year of employment, and thereafter shall be entitled to 15 sick days per year calculated at the rate of eight (8) hours per day for a total of 120 hours per year.

SICK LEAVE

ARTICLE 11

The compensatory time off provided under this section shall equate to the hours regularly scheduled for a shift, but this shall not change the calculation for paid holidays, which shall remain at 8 hours pay per day.

(3) holidays per year to compensatory time off provided they notify the Chief or his designee by the end of the preceding calendar year of the intention of the employee to take the holidays in time off.

Section 2. Effective in calendar year 2000, employees may convert up to a maximum of three the basis of eight (8) hours' pay per day.

Section 1. Employees shall be paid in addition to their annual salary, thirteen (13) holidays on

HOLIDAYS

ARTICLE 10

Schedule A which is appended hereto and incorporated herein by this reference.

Section 1. During the term of this Agreement, salaries for employees shall be as set forth in

SALARIES

ARTICLE 9

Section 2. Unused sick leave days shall be accumulated from year to year, for a maximum of ninety (90) days (720 hours). When an employee has accumulated ninety (90) sick leave days, he will be given fifteen (15) additional days for use in a given year. For purposes of use as needed while on active duty, the parties agree to maintain the sick leave supplement of up to an additional 15 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.

Section 3. Based upon his/her regular work schedule, each employee may use up to one (1) week of 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.

Section 4. 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 (50%) allowance may be extended at the discretion of the Chief. Requests for such extended usage shall be in writing and shall set forth the good cause basis of the request and approval of such request shall not be unreasonably withheld.

Section 5. An employee who is out for up to three (3) days sickness will not be required to secure a doctor's note, but beyond three (3) days absence for sickness a doctor's note will be required. However, in special circumstances, the Chief in his discretion may require a doctor's note in absences of less than three (3) days.

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(808) 560-1778

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

Section 2. Whenever a member or officer of a municipal police department or force is a member of the Department of Police in accordance with the policy with the insurance carrier.

Section 1. The Town shall provide Professional Liability Insurance coverage for all personnel

PROFESSIONAL LIABILITY INSURANCE & LEGAL DEFENSE

ARTICLE 13

the longevity payment program.

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

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

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

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

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

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

of employment as follows:

payment program and the computation for longevity payments will be made from the anniversary date

Section 1. All employees hired prior to January 1, 1996 shall be entitled to the longevity

LONGEVITY

ARTICLE 12

- (15) anniversary years of continuous service.
- (e) Two hundred (200) hours vacation shall be allowed annually with the completion of fifteen
- nine (9) anniversary years of continuous service.
- (d) One hundred sixty (160) hours vacation shall be allowed annually with the completion of
- four (4) anniversary years of continuous service.
- (c) One hundred twenty (120) hours vacation shall be allowed annually with completion of
- anniversary year of continuous service.
- (b) Eighty (80) hours of vacation shall be allowed annually with completion of one (1)
- service in such year up to the maximum of forty (40) hours.
- employment by the Town. One day of vacation will be allowed for each two full calendar months of
- (a) Up to forty (40) hours vacation will be granted during the first calendar year of

Section 1.

Vacation benefits will be as follows:

VACATIONS

ARTICLE 14

to approval by the Town. Such approval by the Town shall not be unreasonably withheld.

offices in Town from which the police officer requiring representation may make his selection, subject

Section 3. The parties will establish by mutual agreement a panel of five attorneys having law

reimbursed for the expense of his defense.

of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be

behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint

(f) Two hundred twenty-four (224) hours vacation shall be allowed annually with the

completion of twenty-one (21) anniversary years of continuous service.

Effective in calendar year 1999 employees working the 4/4 eleven hour shift shall have one-half

of the difference between their current vacation entitlement and their current work shift added to their

current vacation entitlement, and effective 1/1/2000 the remaining difference shall be added.

By way of example, an employee currently receiving forty (40) hours of vacation actually has a

work schedule of four (4) days at 11 hours that produces a regular shift of 44 hours. The difference

between current entitlement and actual shift hours is 4 hours and 1/2 (or two (2) hours) will be added in

1999 and the remaining 1/2 (or two (2) hours) will be added in 2000.

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 the election is subject to the manpower needs of the Department and the approval of the Chief or

his designee. Employees may carryover one (1) week of vacation into the following calendar year but

it must be used within the first quarter of that next calendar year or it will be forfeited.

ARTICLE 15
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. Wherever age 65 is used in this Article it shall be deemed to be modified to

provide -- "or until a revised retirement age is established under Federal Social Security laws."

Section 2. The health 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.

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 three (3) days of accrued sick leave of

record calculated at the rate of eight (8) hours pay per day upon honorable discharge. The maximum

sick leave accrual permitted will be ninety (90) days.

Section 4. Terminal Leave - The existing terminal leave benefit that provides one (1) month of

terminal leave after twenty (20) years of creditable service in the New Jersey Police and Fire

Retirement System (NJPFRS), and two (2) months of terminal leave after twenty-five (25) years of creditable service in NJPFRS shall be maintained.

ARTICLE 16

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.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 IMPERIENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07938
(800) 390-1778

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 of employment.

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 Town's records and it shall be the obligation of the employee to provide the Town 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 Town 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

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P.O. Box 112
LAMERTY CORNER, N.J. 07938
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**CAPTAIN OF POLICE
LIEUTENANT OF POLICE
SERGEANT OF POLICE**

Department shall be designated as:

Below the ranks of Chief of Police and Deputy Chief of Police, ranks of the Westfield Police

Section 2 - RANK DEFINITION: LATERAL MOVEMENT.

convicted of any crime or offense involving moral turpitude.

so appointed who has been convicted of any act constituting an indictable offense, or who has been

speak the English language well and intelligently, and is of good moral character. No person shall be

that such person is eligible to membership in the Police Retirement System, able to read, write and

good health sufficient to satisfy the Board of Trustees of the Police Retirement System of New Jersey,

the United States and has been a resident of the State in which he is appointed, is sound in body, of

No person shall be appointed an officer or member of the police force unless he is a citizen of

Section 1 - GENERAL QUALIFICATIONS OF POLICEMEN.

PROMOTIONAL PROCEDURES

ARTICLE 17

period.

return to work immediately will be given notice to report to work at the end of said fourteen (14) day

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P.O. Box 118
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of the Westfield Police Department.

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

C. CAPTAIN OF POLICE:

examination.

years of active service with the Westfield Police Department on the date of the written

Police of the Westfield Police Department for at least two years and have at least six

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

B. LIEUTENANT OF POLICE:

examination.

of active service with the Westfield Police Department on the date of the written

To qualify for the position of Sergeant of Police, officers must have at least four years

A. SERGEANT OF POLICE:

positions:

requirements to participate in the examination process for promotion to the following

A police officer of the Westfield Police Department must meet the following minimal

POSITIONS.

Section 3. - MINIMUM REQUIREMENTS TO COMPETE FOR PROMOTIONAL

Department at the discretion of the Chief of Police.

B. Personnel may be laterally re-assigned, at any time, within the Westfield Police

the Chief of Police.

the police department to Patrol, Specialized Bureau's or Divisions, at the discretion of

A. Ranking officers of the Westfield Police Department may be laterally assigned within

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.

If three 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 examination 65% weighing
- 2. Oral examination by Police Chief's Association 30% weighing
- 3. Longevity 5% weighing

Longevity shall be based on the following scale of completed years of service in rank

within the Westfield Police Department to the date of the written test. Maximum of 5 points to be

awarded.

2 years	1 point	8 years	2.5 points	14 years	4.00 points
3 years	1.25 points	9 years	2.75 points	15 years	4.25 points
4 years	1.50 points	10 years	3.00 points	16 years	4.50 points
5 years	1.75 points	11 years	3.25 points	17 years	4.75 points
6 years	2.00 points	12 years	3.50 points	18 years	5.00 points
7 years	2.25 points	13 years	3.75 points		

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6 years	1.25 points	12 years	2.75 points	18 years	4.25 points
5 years	1.00 points	11 years	2.50 points	17 years	4.00 points

Following scale of completed years of service with the Westfield Police Department. Maximum of 5

The following table will be used to compute longevity. Longevity shall be based on the

years of service from date of hire to date of the written test.

Longevity will be added in following completion of Oral Examination and based on completed

3. Longevity 5% weighing
 2. Oral Examination by Police Chief's Association 30% weighing
 1. Written examination 65% weighing
- Step 2 which will be the Oral Examination candidates who finish in the top half of the foregoing written examination will go on to

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

recommendation for appointment without formal testing from the qualified officers.

If three or less candidates file a notice of intent to participate, the Chief of Police may make the

posted, within a specified date.

qualified personnel to submit a notice of intent to participate in the examination process for the position

For all promotions to the rank of Sergeant of Police, a notice shall be posted requesting

C. SERGEANT OF POLICE

recommendation for appointment shall be made from any one of the three highest rated candidates.

more than one appointment is to be made, the next highest score or scores shall be credited and

Chief of Police shall make a recommendation of appointment of any one of the top three candidates. If

Candidates with the top three numerical scores will be certified to the Chief of Police. The

announced.

1. Candidates for each promotional position with the three highest scores will be

C. POSTING OF EXAMINATION RESULTS.

Chief's Association.

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

B. ORAL EXAMINATION.

3. Candidates may request to see their written examination.

as belonging to a specific candidate.

2. All written tests shall be coded so that the paper being scored is not identified

type of written examination that will be administered.

to the date of the written examination. Notice shall also indicate the general

1. Notice of a written examination date shall be posted at least six (6) weeks prior

A. WRITTEN EXAMINATION.

AND SELECTION PROCESS.

Section 5. - OTHER CONSIDERATIONS IN THE PROMOTIONAL EXAMINATION

recommendation of appointment will be made from any one of the three highest rated candidates.

more than one appointment is to be made, the next highest score or scores will be certified and a

Chief of Police shall make a recommendation of appointment of any one of the top three candidates. If

Candidates with the top three numerical scores will be certified to the Chief of Police. The

7 years	1.50 points	13 years	3.00 points	19 years	4.50 points
8 years	1.75 points	14 years	3.25 points	20 years	4.75 points
9 years	2.00 points	15 years	3.50 points	22 years	5.00 points
10 years	2.25 points	16 years	3.75 points		

attached to the particular evaluation.

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

placed in an employee's file without the prior conference with the employee.

Section 3. No employee shall be required to sign a blank evaluation form. No evaluation shall

weaknesses should occur, remedies for correction should be included.

Section 2. The evaluation report should identify the strengths and weaknesses. If any

days of such evaluation.

shall be in writing and a conference with the employee's evaluator shall occur within ten (10) working

Section 1. All employees shall be evaluated a minimum of one time each year. Each evaluation

EVALUATION

ARTICLE 18

examination results.

process will remain in effect for (24) months after the date of the posting of the final

The eligibility lists for positions and numeric rankings created by the examination

D. DURATION PERIOD OF EXAMINATION.

2. Examination results for all candidates will be posted using the coding system.

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25 INDEPENDENCE BOULEVARD
P.O. Box 112
Liberty Corner, N.J. 07938
(908) 880-1778

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:

LEAVE OF ABSENCE WITHOUT PAY

ARTICLE 20

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. 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 Town 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.

Section 1. No evaluation report shall be submitted to the Town 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 Town 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.

PERSONNEL RECORDS

ARTICLE 19

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 3. Leaves of absence without pay for persons in the active military service are

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

Section 4. Leave of absence will not be granted to employees as a matter of convenience or temporary advantage. Any employee requesting a 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.

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25 INDEPENDENCE BOULEVARD
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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. If less than four (4) workdays are used and another day is needed it may be granted upon request at the discretion of the Chief, which approval shall not be unreasonably withheld.

BEREAVEMENT LEAVE

ARTICLE 23

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.

CIVIL LEAVE

ARTICLE 22

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.

MILITARY LEAVE FOR ANNUAL FIELD TRAINING

ARTICLE 21

Department of Police presently in effect are incorporated herein by this reference.

Section 1. Except as modified by this agreement, all Municipal Ordinances pertaining to the

RETENTION OF EXISTING BENEFITS

ARTICLE 25

Police Academy.

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.

POLICE VEHICLES

ARTICLE 24

the funeral of a grandparent, current brother-in-law or current sister-in-law.

Section 3. The Town agrees to permit employees one day of bereavement leave on the day of

mother-in-law.

mother, stepfather, stepmother, sister, brother, husband, wife, child, current father-in-law or current

Section 2. For the purposes of this Article, immediate family is defined as follows: father,

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 MASTRO & MURPHY
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Section 1. Each employee will receive the following allowance 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.

Section 2. In addition to the above, employees in the Detective Bureau will receive \$275 per year. In recognition of the "vacation rounding" received by employees working the 4/4 schedule, employees in the Detective Bureau shall receive additional clothing allowance of \$300 per annum.

Section 1. The Town agrees to reimburse employees for the cost of tuition for college courses in accordance with the following schedule:

Section 2. To be eligible for the tuition reimbursement program the courses must be in pursuit of a police science or related degree and must be recommended by the Chief and approved by the Town Administrator. Tuition reimbursement is subject to budget limitations and requests for such

- a) 100% reimbursement for receiving an "A" in the course;
- b) 75% reimbursement for receiving a "B" in the course; and
- c) 50% reimbursement for receiving a "C" in the course.

EDUCATION ALLOWANCE

ARTICLE 27

CLOTHING ALLOWANCE

ARTICLE 26

- a) Effective 2002 - \$475.00 per annum
- b) Effective 2003 - \$525.00 per annum
- c) Effective 2004 - \$575.00 per annum
- d) Effective 2005 - \$625.00 per annum

permitted by law.

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

discharged, reprimanded, reduced in rank or compensation without just cause.

Section 1. Excluding probationary employees, no permanent employee shall be disciplined,

JUST CAUSE FOR DISCIPLINE/DISCHARGE

ARTICLE 29

vacation benefit days be permitted.

Continuance Program with no further extension of these benefits, nor will the use of accrued sick or

pay resulting from a work-incurred injury, the employee will be covered under the Town's Salary

leave of absence will be paid to the Town. At the conclusion of one full year of leave of absence with

fringe benefits will be granted for up to one year. Workers Compensation benefits payable during such

Whenever an employee sustains a work-incurred injury, a leave of absence with pay and full

INJURY ON DUTY

ARTICLE 28

among the employees who have received course approval.

full reimbursement under the formula set forth herein, the amount of reimbursement will be prorated

reimbursement must be approved prior to final approval of the budget. If budget restrictions prevent

in the provision of this Article.
family dental program including orthodontia on a 50/50 basis to a maximum of \$1,000 will be included

Dental Plan of New Jersey, (Group No. 3317-02) or mutually agreed upon equivalent coverage. A full

Section 2. Dental coverage for employees and their spouses will be continued under Delta
under the Point of Service Plan or its successor for the first three years of employment with the Town.

All employees hired on or after November 1, 2002 shall receive health insurance coverage
shall be maintained at \$200.00 per annum for the individual and \$300.00 per annum for the family.
levels presently in effect and the network of providers shall be substantially equivalent. The deductibles

notice to the PBA, and if it does change its carrier, the coverage levels shall be not less than those
presently in effect. The Town reserves its right to change carriers upon ninety (90) days advance
eligible members of their family consisting of hospital, medical, surgical and major medical insurance

Section 1. The Town will continue to provide health insurance for full time employees and

INSURANCE
ARTICLE 31

responsibilities: flashlight, batteries and bulbs for same, pens, whistles, note pads, rain caps, rain coats.
which have been agreed to as necessary for the employee to discharge his/her duties and

Each employee shall be provided, at the employer's expense, with the following specified items

EQUIPMENT
ARTICLE 30

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.

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

SAVINGS CLAUSE

ARTICLE 32

Section 3. The Town shall pay \$80.00 for one vision coupon/voucher during the term of this Agreement for any eligible employee. To be eligible for this benefit an employee must have worked as a full time employee for the Town for a period of at least one (1) year and if eligible the benefit shall be available to the employee and eligible dependents.

The benefits of this plan are provided by General Vision and the Town shall only be responsible for payments as the benefit is used.

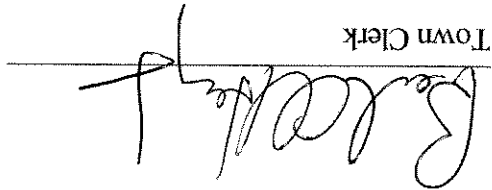
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A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
PO. BOX 112
LIBERTY CORNER, N.J. 07938
(908) 580-1778

80019

Robert Weiss President
John Curran Delegate

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

Town Clerk



Mayor



TOWN OF WESTFIELD

ATTEST:

2005.

This Agreement shall be effective on January 1, 2002 and shall terminate on December 31,

DURATION

ARTICLE 33

Salaries include \$750.00 effective 1/1/02, \$250.00 effective 1/1/03 and \$500.00 effective 1/1/04.

**SCHEDULE A
SALARY SCHEDULE**

Effective 1/1/02	\$83,648	\$87,170	\$91,177	\$94,824
Effective 1/1/03	\$80,057	\$83,439	\$87,297	\$90,789
Effective 1/1/04	\$77,351	\$80,627	\$84,373	\$87,747
Effective 1/1/05	\$74,230	\$77,385	\$81,000	\$84,240
	\$71,043	\$74,074	\$77,557	\$80,659
	\$71,043	\$74,074	\$77,557	\$80,659
	\$66,174	\$69,015	\$72,295	\$75,187
	\$63,804	\$66,552	\$69,734	\$72,524
	\$58,635	\$61,182	\$64,149	\$66,715
	\$53,640	\$55,992	\$58,751	\$61,102
	\$48,635	\$50,791	\$53,343	\$55,476
	\$43,632	\$45,594	\$47,937	\$49,855
	\$37,331	\$39,046	\$41,128	\$42,773
	\$28,881	\$30,267	\$31,998	\$33,277

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25 INDEPENDENCE BOULEVARD
P.O. Box 118
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(908) 560-1778

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
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26 INDEPENDENCE BOULEVARD
PO. Box 118
LIBERTY CORNER, N.J. 07938
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These increases shall be paid only to those employees on the payroll on the date the contract is signed by the Town Council.

(1) Patrol officers in the Department of Police assigned to work in plainclothes in the Investigation and Services Division of the Department shall be paid \$500.00 per annum in addition to any other compensation to which they may be entitled.

(2) The member of the Police Department assigned to Traffic Officer by the Chief of the Department shall be paid \$1,000.00 per annum in addition to any other compensation to which he may be entitled.

(3) Longevity pay shall be incorporated into the base salary of all employees who receive this benefit for purposes of pension entitlement and overtime pay only but not as a basis for calculating any increase in salary.