

AGREEMENT

Between

THE TOWN OF WESTFIELD

and

THE SUPERIOR OFFICERS ASSOCIATION
P.B.A. LOCAL NO. 90A

Effective: January 1, 2019 through December 31, 2022

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This Agreement made as of the ____ day of April, 2021 by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town" and the SUPERIOR OFFICERS ASSOCIATION P.B.A. Local No. 90A, hereinafter referred to as the "S.O.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 1

RECOGNITION

Section 1. The Town hereby recognizes the S.O.A. as the sole and exclusive representative for purposes of collective negotiations for police officers of the Town in the ranks of Sergeant, Lieutenant, and Captain, to the exclusion of all other police officers employed by the Town.

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 S.O.A., dues for membership in the S.O.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 S.O.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 S.O.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%) or the maximum allowed by law 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.

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 Town unless otherwise specifically restricted by this Agreement.

ARTICLE 5

NO STRIKE

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

ARTICLE 6

P.B.A. SECURITY

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

Section 2. The Town and the S.O.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 S.O.A. or to refrain from any such activity.

Section 3. The Town agrees to maintain the existing practice of time off for the State Delegate to attend State, County and Tri County meetings, as well as time off for the State Delegate and two alternates to attend the two annual PBA conventions.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 1. The current work schedule for superior officers in the department of four days on followed by four days off with each work shift consisting of eleven hours of work (herein the 4/4 eleven hour shift) shall be maintained during the term of this Agreement. The current work schedules for other officers in the department consisting of five days on followed by two days off with each work shift consisting of eight hours of work, and four days on followed by three days off with each work shift consisting of ten hours of work shall also be maintained during this contract.

Section 2. The Chief or his designee shall continue to have the right to change tours in accordance with present practices, which includes 48 hours' notice except in cases of emergency. Employees covered hereunder who do not work the 4/4 schedule shall receive the following benefits in lieu of that work schedule.

a) They shall be entitled to the following paid days off - New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas.

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

Section 3. With regard to time off for holidays, sick days and other individual, paid days off the amount of time allowed to be off with pay 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 Sergeants, Uniformed Lieutenants and Captains.

C. Instances

(1) Call back to duty – minimum three (3) hours. Once the reason for the officer's call back is complete he/she shall be allowed to go off duty and leave his/her post. It shall not be considered a "call back to duty" if an officer is called in to or retained on duty before or after but contiguous to his/her shift. Under such circumstances, the officer shall be entitled to overtime pay for the hours worked beyond the normal shift with no minimum guarantee.

(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) and the officer shall report in uniform and perform assigned tasks in addition to performing witness duties for minimum guarantee time or longer if directed. Officers working the midnight shift who must attend municipal court on the same day that their shift ends and who are required to report in uniform and perform assigned tasks during the minimum guarantee period shall receive 4.5 hours

of comp time or cash to compensate them for the wait between the end of their shift and the commencement of court. Officers may express their preference for comp time or cash the latter shall be subject to budgetary limitations. Officers shall not be required to perform any duties during this waiting period and the compensatory time of 4.5 hours is in addition to the 2.0 hour guarantee for attending court. Entitlement to the additional 4.5 hours of comp time as provided herein only occurs when the officer is required to perform assigned duties during the 2.0 hour minimum guarantee period, and the decision as to whether or not such assignment is made is at the discretion of the Town.

All other (including civil actions) – flat four hours at time and one-half (1½) and the officer shall report in uniform unless otherwise directed and shall perform duties as directed for the minimum guarantee or longer if directed unless released from duty by the Chief or his designee.

Effective on ratification, any officer assigned as the Court officer shall receive a minimum of four (4) hours.

G. Time Off:

Effective on ratification, all supervisors will receive one (1) day off in each year which must be used as time off.

This day shall be used in the calendar year when given unless the day is denied by the Department and cannot be rescheduled. Under such circumstance the officer will be paid for the unused day or the Chief will assign the day off. All requests to use such time shall be made not later than October 1.

H. Watch Commander – Effective on ratification, when a Sergeant replaces a Lieutenant as the Watch Commander for a period of four (4) consecutive work days, on the fifth (5th) consecutive

work day the Sergeant shall be paid at the base rate of the Lieutenant for all days worked in that capacity retroactive to the first day.

ARTICLE 8

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 S.O.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 S.O.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 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 S.O.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 sixty (60) days after the hearing has been closed. Only the Town or the S.O.A. shall have the right to submit a grievance to arbitration, and the costs for services of the arbitrator shall be shared equally by the Town and the SOA. Late cancellation shall be paid for by the party incurring the fee.

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 9

SALARIES

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

ARTICLE 10

HOLIDAYS AND WEATHER DAYS

Section 1. Employees shall be paid in addition to their annual salary, thirteen (13) holidays on the basis of eight (8) hours' pay per day.

Section 2. Employees may convert up to a maximum of three (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. 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.

Section 3. Effective 1/1/09 after application of salary increases for that year, all unit salary rates shall be adjusted by the addition of the then applicable Holiday Pay to base salary and thereafter Sections 1 and 2 of this Article shall be deleted and the separate Holiday Pay benefit shall be eliminated.

Section 4. At the Chief's discretion and with the Chief's approval, which approval shall not be unreasonably withheld, when the Town building is closed for holidays or weather days, the Captains of Administration and Operations need not be present at work. The Chief's decision shall not be subject to arbitration.

ARTICLE 11

SICK LEAVE

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.

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. Current SOA members will accumulate no more than 960 hours of sick time, inclusive of the supplemental sick time provided in this Section. Any employee who becomes an SOA member after the effective date of this agreement shall be capped at 840 hours, which includes the 15 supplemental days provided for herein. This sick leave supplement referenced herein 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 four (4) sick days (five (5) sick days for employees working a 5/2 work schedule) 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 use his/her current year's allotment of sick leave to care for a sick member of the immediate family (as defined in the Bereavement Article 23, Section 2) living in the household of the employee, provided that for each sick day used after the first two (2) sick days used for this purpose the employee supplies a doctor's note that confirms the need for the employee to give such care, which note shall include the name and residence of the immediate family member for whom the care is given. The "living in the household of the employee" requirement will be waived in cases involving spouse, child or parent.

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.

ARTICLE 12

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.

ARTICLE 13

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. When it is necessary for an officer to have separate counsel for a matter covered by Section 2 above, the officer may select his/her own counsel provided the attorney accepts the hourly rate established by the Town or the JIF/MEL, whichever is applicable.

ARTICLE 14

VACATIONS

Vacation benefits will be as follows:

Section 1.

<u>Years of Service</u>	<u>Work Schedule</u>	<u>5/2</u>	<u>4/3</u>	<u>4/4</u>
1 st calendar year Vacation hours credited @ 8 or 11 for each 2 full months of service to maximum of 40 or 44 hours		40 hrs.	40 hrs.	44 hrs.
Completion of 1 st anniversary		80 hrs.	80 hrs.	88 hrs.
Completion of 4 th anniversary		120 hrs.	120 hrs.	132 hrs.
Completion of 9 th anniversary		160 hrs.	160 hrs.	176 hrs.
Completion of 15 th anniversary		200 hrs.	200 hrs.	220 hrs.
Completion of 21 st anniversary		224 hrs.	224 hrs.	253 hrs.

Section 2. An employee can take two (2) weeks of his/her current year's vacation entitlement in one (1) day increments, provided at least four (4) days notice of the request is given to the Chief or his designee for such requested single day vacation. Such election of time off cannot be made until after all full week vacations are scheduled throughout the Department, and the granting of such request is subject to the manpower needs of the Department and the approval of the Chief or his designee. The granting of such request shall not result in overtime or conflict with current time off policy. Employees may carry over one (1) week of vacation into the following calendar year but it must be used by April 30 of that year or it will be forfeited. The Chief may extend the April 30 date on good cause shown. Current vacation time shall be given seniority preference for selection over carried over time.

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 (a) fifteen (15) years of service with the Town and at least twenty-five (25) years of creditable service in the Police and Firemen's Retirement system or b) retired on an accidental disability pension. 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 ordinary 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.”

Upon the death of an active employee with 25 or more years of service in PFRS and at least 15 of those service years with the Town of Westfield, surviving spouse and eligible dependents will continue to receive health benefits as if the employee was a retiree at the time of death, meaning that the spouse benefits will continue until age 65 or remarries or obtains health benefits from another source and other dependents benefits will continue until they are age-limited. Contributions for these health benefits will be determined based on the Tier IV grid as set forth in P.L. 2011, Ch. 78 based on salaried pension the employee would have been entitled upon retirement.

Upon death of an active employee with less than 25 years of service in PFRS, the surviving spouse and eligible dependents will continue to receive health benefits for the COBRA period of 36 months and contributions for these health benefits will be determined based on the Tier IV grid as set forth in P.L. 2011, Ch. 78 based on salaried pension the employee would have been entitled upon retirement and not the COBRA rate.

Effective on ratification, employees who meet the requirements of this Section and who retire on or after January 1, 2019, shall be required to contribute to the cost of the retiree health benefits consistent with the rates established in the grids of P.L. 2011, Ch. 78, except that the contribution level shall be capped at 15% of the premium cost. Effective January 1, 2022, the contribution level for everyone who has retired on or after January 1, 2019 shall be 12% of the premium cost.

Any retiree who was eligible for benefits at the time of retirement from PFRS and the Town but continued the waiver of benefits due to having alternative coverage will be able to opt-in to Town retiree benefits during their eligibility for such benefits if they lose alternative coverage, or a retiree may opt-in or opt-out of coverage during open enrollment at the retiree's discretion, both subject to the contributions required by this Article. The benefits will be on the same terms and conditions as are provided to current employees under this contract.

If a court determines that police officers hired before May 28, 2011 are not required to make contributions to the rates established by the tables in Ch. 78 toward their health insurance in retirement, then in that instance, those retired police officers shall contribute only 1.5% of their yearly salary.

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 (NJPFERS), and two (2) months of terminal leave after twenty-five (25) years of creditable service in NJPFERS 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. Subject to the requirements of State and Federal Law, voluntarily continuing in the active military service beyond the time scheduled for release therefrom.

2. Subject to the requirements of State and Federal Law, voluntarily re-enlisting in the active military service.

3. Unchallenged or sustained 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.

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

ARTICLE 17

PROMOTIONAL PROCEDURES

Section 1. Effective on the date of this Agreement, newly promoted Sergeants shall serve a one-year probationary period during which their performance will be evaluated, and will become permanent only upon successful completion of the probationary period.

Section 2. **RANK DEFINITION**

Below the rank of Chief of Police, ranks of the Westfield Police Department shall be designated as:

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

To qualify for the position of Lieutenant of Police, officers must be a Sergeant of Police of the Westfield Police Department for at least two (2) years at the time of the written examination and have at least five (5) years of active service with the Westfield Police Department on the date of the written examination.

B. **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 and Lieutenant of Police should 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 (3) 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 by an outside agency selected by the Chief to include source material, but no questions can be submitted to the testing agency by the Chief of Police=65%.
2. Oral examination by an outside agency selected by the Chief to include source material, but no questions can be submitted to the testing agency by the Chief of Police=30%.
3. Longevity=5%

Longevity shall be based on the following scale of completed years of service in the rank of Sergeant within the Westfield Police Department on the date of the written test. (Maximum of 5 points).

- 1 Year = 1 Point
- 2 Years = 2 Points
- 3 Years = 3 Points
- 4 Years= 4 Points
- 5 Years= 5 Points

All candidates' numerical scores will be certified by the Town Administrator and Town Clerk. The Chief of Police shall make a recommendation of appointment of any one (1) of the top three (3) candidates. If more than one (1) appointment is to be made, the next highest score or scores shall be credited and recommendation for appointment shall be made from any one (1) of the three (3) highest rated candidates. However, if the Chief decides to apply "any one of the top three candidates" clause he would have to provide articulable "cause" for his reasoning.

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 eight (8) weeks prior to the date of the written examination. Notice shall also indicate the general type of written examination that will be administered. If the type of written examination changes after the initial notice, the examination date shall be extended so that eight (8) weeks' notice is given from the date of the change.

B. ORAL EXAMINATION

1. A candidate will be interviewed by the same Oral Board from the outside testing agency selected by the Chief.

C. POSTING OF EXAMINATION RESULTS

1. All candidates for promotional positions will have their scores posted at each step of the process. These scores will be previously certified by the Town Administrator and Town Clerk.

D. DURATION PERIOD OF EXAMINATION

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

ARTICLE 18

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.

Section 5. Each officer shall receive a copy of his/her annual evaluation.

ARTICLE 19

PERSONNEL RECORDS

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. The Town agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

ARTICLE 20

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 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.

ARTICLE 21

MILITARY LEAVE FOR ANNUAL FIELD TRAINING

Section 1. All applicable state and federal statutes with regard to leave for military service will be observed by the parties to this Agreement. In addition, the Town agrees to follow state policy with respect to payment of “differential pay” between the officer’s military pay and his/her base salary paid by the Town.

ARTICLE 22

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 may be granted paid leave for that time he is officially involved with the court in such capacity.

Section 2. An employee summoned for jury duty during a scheduled work day shall receive his/her regular pay from the Town for such period. The employee must submit a copy of the subpoena and proof of jury service to the supervisor for inclusion in the personnel file.

ARTICLE 23

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. 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.

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, current brother-in-law, current sister-in-law, grandparent, grandchild and current live-in companion.

ARTICLE 24

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.

ARTICLE 25

RETENTION OF EXISTING BENEFITS

Section 1. 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 26

CLOTHING ALLOWANCE

Section 1. The clothing maintenance allowance of \$625.00 was added to base salary effective January 1, 2007 and is eliminated from this article. The current voucher system to obtain replacement uniforms and equipment shall be expanded to include:

- Magazine pouch
- OC case
- Cuff case
- Keepers
- Holster
- Flashlight case
- Glove pouch
- Keyholder
- Radio holder
- Boots
- Shoes

Baton holder
Uniforms
Badge holder

Section 2. Employees will be required to maintain their uniforms in accordance with Departmental regulation.

Section 3. Employees in the Detective Bureau also received the benefit of the January 1, 2007 salary adjustment as set forth in Section 1 of this article. Employees in the Detective Bureau will continue to receive \$575.00 per year of which \$300.00 is paid in recognition of the “vacation rounding” received by employees not working the 4/4 schedule, and the remaining \$275.00 is designated as clothing allowance.

ARTICLE 27

EDUCATION ALLOWANCE

Section 1. The Town agrees to reimburse employees for the cost of tuition for college courses provided the employee receives a “C” or better grade in the course.

Effective January 1, 2020, tuition reimbursement under this Article excludes a PhD. Officers shall be limited to one (1) higher education degree, excepting those superior officers currently employed who have already complete one (1) degree with the Town.

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. Effective January 1, 2020, the Town shall dedicate \$20,000 per year for each year of the contract for tuition reimbursement.

ARTICLE 28

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 up to one year. Workers Compensation benefits payable during such leave of absence will be paid 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 29

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 30

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 31

INSURANCE

Section 1. The Town will continue to provide health insurance for full time employees and eligible members of their family consisting of hospital, medical, surgical and major medical insurance presently in effect, and the employee will continue to contribute to the premium cost of health and dental insurance as provided by applicable law. The Town reserves its right to change carriers upon ninety (90) days advance notice to the SOA, and if it does change its carrier, the coverage levels shall be not less than those levels presently in effect and the network of providers shall be substantially equivalent. The deductibles shall be maintained at \$200.00 per annum for the individual and \$300.00 per annum for the family. Effective January 1, 2012 the following changes to the existing health insurance plans will be implemented:

a. Point of Service (POS) co-pay for primary care physician and specialist shall be \$15.00 and \$25.00 respectively.

Co-pay for emergency room visit shall be \$50.00.

b. Preferred Provider Organization (PPO) co-pay for primary care physician and specialist shall be \$15.00 and \$25.00 respectively.

Co-pay for emergency room visit shall be \$50.00.

Section 2. Dental coverage for employees and their family is provided under the Horizon Plan including orthodontia on a 50/50 basis to a maximum of \$1,000.

Section 3. The Town shall provide a vision plan through Horizon.

Section 4. An employee may choose to “opt out” of (not participate in) the Town’s

health insurance plan provided in this Article so long as the employee choosing to opt out presents written certification of alternative and comparable health insurance coverage. Employees who opt out of the Town's health insurance coverage will receive a designated payment in return through the bi-weekly payroll, prorated as may be applicable.

Any employee electing to "opt out" will be paid the amount of 25% or \$5,000, whichever is less of the amount saved by the Town because of the employee's waiver of coverage.

The opt out program will be reviewed periodically and its continuance will be based on the medical carrier's agreement to participation with no adverse impact to medical premiums for the Town.

ARTICLE 32

SAVINGS CLAUSE

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.

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.

SCHEDULE A

	2019	2020	2021	2022
Captain	\$144,404	\$148,057	\$151,899	\$155,828
Lieutenant	\$134,133	\$137,580	\$141,187	\$144,875
Sergeant	\$124,899	\$128,162	\$131,557	\$135,128

Employees assigned to Detective or Records Bureaus as Lieutenant or Sergeant will receive a \$1,500.00 per year stipend prorated on a monthly basis where full calendar year not served in the assignment. The stipend will be considered part of regular pensionable base during period of assignment to either Bureau but shall not be construed to require assignment of a superior officer to either Bureau.

The increases provided for in the Salary Schedules shall be paid only to those employees on the payroll on the date the contract is signed by the Town Council, it being understood, however, that new hires after the date of contract signing will receive the benefits provided for herein.

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

(2) Effective January 1, 2015, the head supervisor of each of the three bureaus shall receive an annual stipend of \$2,500. Detective Sergeants shall continue to receive their \$1,500 stipend if they are not head of the bureau. Effective January 1, 2019, the supervising firearms instructor shall receive an annual stipend of \$2,500.

These assignments are made at the discretion of the Chief. Where necessary, work schedules may be adjusted to accommodate training cycles on reasonable notice by the Department of not less than 2 weeks.

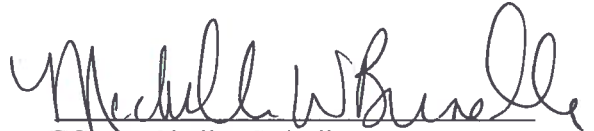
ARTICLE 33

DURATION

This Agreement shall be effective on January 1, 2019 and shall terminate on December 31, 2022.

ATTEST:

TOWN OF WESTFIELD

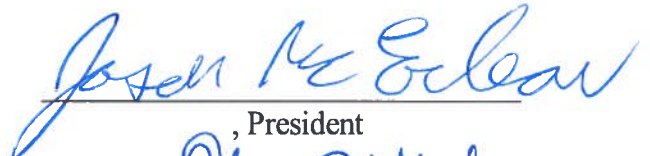


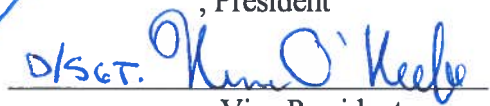
Mayor, Shelley Brindle



Town Clerk, Tara Rowley

SUPERIOR OFFICERS
ASSOCIATION P.B.A.
LOCAL NO. 90A



, President


, Vice President