

1154

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUL - 7 1992

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

THE BOROUGH OF WESTWOOD

NEW JERSEY

AND

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 206

JANUARY 1ST, 1990 THRU DECEMBER 31ST, 1992

I N D E X

PREAMBLE.....	1
RECOGNITION.....	2
NON-DISCRIMINATION.....	3
PRESERVATION OF RIGHTS.....	4
ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	6
NO STRIKE PLEDGE.....	8
PROCEDURE FOR INVESTIGATION OF POLICE OFFICERS.....	10
HOURS OF WORK AND OVERTIME.....	13
COURT TIME.....	15
RECALL.....	16
UNIFORM ALLOWANCE.....	17
BEREAVEMENT LEAVE.....	19
MEDICAL AND HOSPITALIZATION INSURANCE.....	20
LEGAL AID.....	21
BULLETIN BOARD.....	22
MILITARY LEAVE.....	23
PERSONNEL FILES.....	24
PENSION.....	25
SALARIES.....	26
LONGEVITY.....	27
WORK INCURRED INJURY.....	28
DETECTIVES.....	30
TRAVEL ALLOWANCE.....	31
SICK LEAVE PROGRAM.....	32
TERMINAL LEAVE.....	33
HOLIDAY CALENDAR.....	34
PERSONAL LEAVE.....	35
PROFESSIONAL GROWTH OF POLICE.....	36
LIFE INSURANCE.....	40
GRIEVANCE PROCEDURE.....	41
VACATIONS.....	45

I N D E X

TOUR EXCHANGE.....46
IN-SERVICE TRAINING.....47
OFF DUTY POLICE ACTION.....48
SEPARABILITY AND SAVINGS.....49
AGENCY SHOP.....50
DURATION.....52
SCHEDULE A.....54
SCHEDULE B.....55
SCHEDULE C.....56
SCHEDULE D.....57
SCHEDULE E.....58
SCHEDULE F.....59

AGREEMENT

PREAMBLE

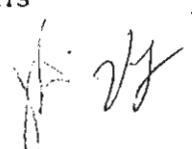
This Agreement entered into this day of ,
1986, by and between the BOROUGH OF WESTWOOD, in the County
of Bergen, State of New Jersey, a municipal corporation of the
State of New Jersey, hereinafter called the "BOROUGH" and the
PBA LOCAL 206, (WESTWOOD UNIT) hereinafter called the "ASSOCIATION".



RECOGNITION

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

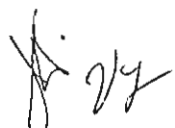
The title of Policeman or Police Officer shall be defined to include the plural as well as the singular and to include males as well as females. Probationary Patrolmen are included within the bargaining unit, provided, however, that discipline and discharge probationary employees are issues not covered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



NON-DISCRIMINATION

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

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

Handwritten signature and initials, possibly "J. 2/4", written in black ink.

PRESERVATION OF RIGHTS

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

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

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

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties,

obligations, any rules, regulations, instructions, directives,
memorandums, practice, statutes, or otherwise shall not be
limited, restricted, impaired, removed or abolished.

Handwritten signature/initials

ASSOCIATION RIGHTS AND RESPONSIBILITIES

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


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

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

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



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

A handwritten signature in black ink, appearing to be initials or a name, located to the right of the main text block.

NO STRIKE PLEDGE

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

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

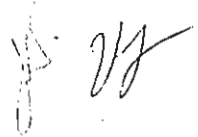
The ASSOCIATION agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members to participate in such activities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

In the event of a strike, slowdown, walkout, or job



action, it is covenanted and agreed that participation in any such activity by the ASSOCIATION shall entitle the BOROUGH to take appropriate disciplinary action including possible discharge in accordance with applicable law.

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

A handwritten signature in black ink, appearing to be 'J. V. J.', is located to the right of the second paragraph.

PROCEDURE FOR INVESTIGATION OF POLICE OFFICERS

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

- a) In all cases and at every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with Counsel and/or his ASSOCIATION Representative, and to have such attorney or ASSOCIATION Representative present during the interrogation.
- b) Interrogation of a member of the BOROUGH Police Force shall be at a reasonable hour, preferably when the member of the force is on duty, but during the course of the regular business day, i.e., 9:00 A.M. through 5:00 P.M. unless the exigencies of the investigation dictate otherwise.
- c) The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at the Police Headquarters or the location where the incident allegedly occurred.

Two handwritten signatures in black ink, one appearing to be 'J.S.' and the other 'W.J.', positioned below the end of the list.

- d) If an Officer is or becomes the target of an investigation, he shall be so informed of that fact prior to the commencement of an investigation, or at that point during an investigation.
 - e) The questioning period shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and such rest periods, as are reasonably necessary.
 - f) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
 - g) If a member of the force is under arrest or is likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
2. a) Except for good cause, any disciplinary charge to be lodged against a police officer shall be filed not later than ninety (90) days



following actual notice of the misconduct to the Mayor and Council.

- b) The failure to prefer charges within said 90-Day period, without just excuse for delay, shall preclude any future proceeding against the police officer based upon said misconduct provided, however, that information concerning the misconduct may be used as evidence in any subsequent disciplinary proceedings concerning a similar offense.

A handwritten signature in black ink, appearing to be initials or a stylized name, located at the end of the text block.

HOURS OF WORK AND OVERTIME

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

Effective April 3, 1983 the work schedule shall be what is commonly known as the "5-2, 5-3 work chart". It shall provide for five (5) days of work followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off, and so on in the same alternating 5-2,5-3 sequence. All blocks of working days shall be like shift assignment (days, evenings, nights).

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

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

The 3-11 (PM) tour shall enjoy a forty (40) minute meal period.

Overtime shall be paid at the rate of one and one-half times the Employee's base hourly rate and shall be paid in cash compensation or as compensation time off, at the Employee's sole discretion. The base hourly rate shall be computed by



dividing the Employee's base annual wage by 1,946 and paid every two (2) weeks. Overtime hours and pay shall be posted on the bulletin board or put on the check itself.

A handwritten signature in dark ink, appearing to be initials or a stylized name, located to the right of the main text block.

COURT TIME

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

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

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

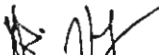
In addition to the foregoing payment, Employees who are required to appear in Court outside the BOROUGH OF WESTWOOD, and are further to utilize their own vehicles, will be compensated at the rate of fifteen (\$.15) Cents per mile, tolls and parking (vouchered with receipt) from the WESTWOOD BOROUGH HALL or the Employee's home, whichever is closer. This shall include appearances before the Federal, State or County administrative bodies.

RECALL

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

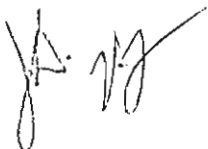
A handwritten signature in black ink, appearing to be 'J. H.', is written over the end of the paragraph.

UNIFORM ALLOWANCE

New Employees shall receive in lieu of a clothing allowance a complete uniform. (See Appendix C). Thereafter, effective January 1, 1989, the BOROUGH shall provide Four Hundred Fifty (\$450.00) Dollars annual cash clothing allowance to Employees for repair or replacement of uniforms. Said payment shall be made, in lump sum, not later than the first pay period of June of each year and applicable to that calendar year, i.e., January-December. 

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

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

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

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

A handwritten signature in black ink, appearing to be a stylized name, located below the end of the typed text.

BEREAVEMENT LEAVE

Permanent full-time Employees shall be granted three (3) days leave without loss of regular pay upon the death of a member of his immediate family. An Employee shall receive two (2) additional days in the event of the death of a spouse or child.

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

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

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

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

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



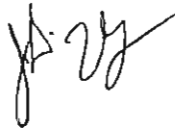
MEDICAL AND HOSPITALIZATION INSURANCE

The BOROUGH shall continue to provide present medical, dental and hospitalization coverage for all Employees.

-- \$ 27

LEGAL AID

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

A handwritten signature in black ink, appearing to be initials or a stylized name, located below the end of the text.

BULLETIN BOARD

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

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

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

A handwritten signature in black ink, appearing to be initials or a stylized name, located at the end of the text block.

MILITARY LEAVE

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

A handwritten signature in black ink, appearing to be a stylized name, located below the end of the main text block.

PERSONNEL FILES

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

Employees covered under this Agreement, may by appointment, review in the presence of the Chief or the Designee, any written evaluation reports or written complaints which may be contained in his personnel file. The appointment for review must be made through the Chief of Police or his Designee, or the Commissioner of Police.

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

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

PENSION

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

Such pension payments are to be based on the Employee's base annual salary plus longevity payments and detective allowances where appropriate. Overtime, college incentive payments, and all other forms of compensation are not to be included therein.

A handwritten signature in black ink, appearing to be initials or a stylized name, located below the end of the second paragraph.

SALARIES

The base annual salaries of all Emp[loyees covered by this Agreement shall be set forth in Appendix "A" and attached hereto.

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

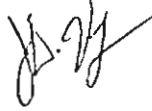
A handwritten signature in black ink, appearing to be initials or a stylized name, located at the end of the second paragraph.

LONGEVITY

The existing BOROUGH Longevity Program based upon the Employee's length of service with the BOROUGH shall remain in effect.

The following Longevity Program based upon the Employee's length of continuous and uninterrupted service with the BOROUGH shall be maintained.

In addition to all wages and benefits, each Employee shall be entitled to a longevity payment of one (1%) percent of his base annual salary for every four (4) years of completed service. Commencing at the start of the twenty-first (21st) year of employment an Employee shall receive an additional .5% longevity for each year of service.



WORK INCURRED INJURY

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

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

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

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



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

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


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



DETECTIVES

In addition to his regular straight time base pay, each full-time detective shall receive as additional compensation, the sum of \$1,150. for 1990, \$1,175. for 1991, \$1,200. for 1992 per year, folded into his regular weekly pay. Detectives shall receive no overtime benefits pursuant to the terms of this contract. When an officer is assigned to the Detective Bureau he will be on a probationary period for twelve months. During this period the Chief of Police shall be empowered to remove the officer from probation at the Chief's discretion. Detective stipend shall not commence until said officer has completed probation.

TRAVEL ALLOWANCE


When a covered Employee is required to be out of the BOROUGH OF WESTWOOD on Municipal business, and no municipal vehicle is provided for such travel, then the police officer shall be compensated at the rate of Twenty Two (\$.22) Cents per mile as payment for his personal transportation. The Twenty Two (\$.22) Cents per mile is deemed to be adequate compensation for any an all fuel, oil, and any other expenses and/or maintenance or repair charges that may occur during transit. Basic traing class for new police officers is not included. 

SICK LEAVE PROGRAM

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

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

The granting or withholding of additional sick leave days shall be in the sole discretion of the Mayor and Council and no appeal shall lie from any such determination. Whenever any member shall be absent from duty by reason of injuries sustained out of and in the course of the performance of his duty as a police officer, said absence shall be regulated by the requirements of the New Jersey Worker's Compensation Act, and shall not be charged against the sick leave of the said Employee. Any member of the Police Department may accumulate said sick time without a limit on any amount, all unused sick leave days in each year shall be banked.



TERMINAL LEAVE

Upon retirement from the Police Department, each Employee shall receive forty (40) working days pay at the Employee's current rate of pay upon retirement.

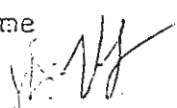
In addition to the base terminal leave provided for in the paragraph immediately preceding this, each Employee, upon retirement shall receive the following additional benefits:

- a) One (1) day's pay for each day of accumulated sick leave up to a total of forty (40) days and;
- b) One (1) additional day's pay for each two (2) days of accumulated sick leave in excess of forty (40) days to a maximum entitlement of sixty (60) days under this paragraph and paragraph (a) immediately preceding.

HOLIDAY CALENDAR

All personnel covered by this Agreement shall receive an additional nine (9) days salary in lieu of holidays. All money due Employees under this clause shall be paid in two (2) equal installments, the first shall be paid in the first pay period in June, and the second installment shall be paid in the first pay period in November.

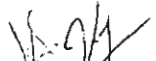
Employees shall have the option of taking holidays in cash or time off. The option shall be exercised by an Employee not later than thirty (30) days prior to the holiday pay date. First pay date in June and the first pay date in November.

If an Employee exercises his option as time off, then the taking of such time shall be controlled by the same principles as applied to the taking of personal days. 

PERSONAL LEAVE

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

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

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

PROFESSIONAL GROWTH OF POLICE

Section I

Members of the Police Department who are currently matriculated in a recognized college program will be paid by the BOROUGH an additional salary in the amount of Eleven (\$11.00) Dollars per credit, provided the Officer has attained a minimum of thirty (30) credits. This payment shall be made according to the following formula:

\$330.00 for 30 credits
440.00 for 40 credits
550.00 for 50 credits
660.00 for 60 credits
770.00 for 68 credits, or an Associates of Arts Degree,
whichever is lesser.

\$1,100.00 for 100 credits
1,210.00 for 110 credits
1,320.00 for 120 credits
1,430.00 for 130 credits
1,548.00 for 138 credits, or a Bachelor of Arts Degree,
whichever is lesser.

It is understood that the Probationary Patrolmen are ineligible to obtain these payments until permanent appointment. It is further understood that an Officer must attain the minimum of thirty (30) credits prior to the first payment, and that he must attain an additional ten (10) credits for each step as set forth above.

It is further understood that after the Patrolman or an Employee of the Police Department has attained sixty-eight (68) credits or an Associates of Arts Degree, he may not be eligible for any additional educational incentive benefits until

he has accumulated the next thirty (30) credits.

It is further understood that the final step in the Program will be paid to the Officer upon attaining either 138 credits or his Bachelor of Arts Degree, whichever is lesser.

It is further understood that a Patrolman must attain a grade of "C" or better in order to qualify for a credit, and that these courses must be accredited by either the State Law Enforcement Planning Agency or LEEP.

It is further understood that if there is any question as to the applicability of courses for which the Officer has received a grade of "C" or better with reference to this clause, the burden is upon said Officer to demonstrate that the course was accredited by the State Law Enforcement Planning Agency or LEEP.

Section 2

The additional remuneration noted in the Schedule above, shall only be payable by the BOROUGH upon proper certification of successful completion of the courses, which remuneration shall be paid either annually or semi-annually at the discretion of the Mayor and Council.

Section 3

It is understood that credits earned prior to the effective date of this Contract will be paid for pursuant to the formula set forth in Section 1.



Section 4

It is further understood that an Officer must continue the program leading toward either an Associates of Arts Degree or Bachelor of Arts Degree in order to maintain eligibility for these payments, except:

- 1) An Officer may for a total period of eighteen (18) months fail to maintain matriculation in a recognized college program without loss of benefits; and
- 2) Upon application to the Mayor and Council at their sole discretion, he may be granted such other time under special hardship circumstances whereby he would be given permission to cease matriculation in a recognized college under stated conditions.

The Employer's responsibility for the above payments is subject to the following limitation:

Education Incentives will only be payable for credit hours earned as the result of actual in-class participation in courses from a required portion of the curriculum leading to a Police Science Degree from an accredited Institution.

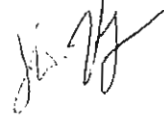
Section 5

Each Employee shall be paid in the same manner as provided for College credits for each hour of successfully completed in-service training at the Police Academy, which payment shall be at the rate of One (\$1.00) Dollar per credit hour. In addition to the aforesaid payments, a per diem allowance of Four (\$4.00) Dollars per day shall be paid for those attending courses to defray meal expenses. This benefit



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

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

A handwritten signature in black ink, appearing to be "J. H. [unclear]", is written over the end of the second paragraph.

LIFE INSURANCE

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

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

GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with his immediate Supervisor.

Definition

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

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

Steps of the Grievance Procedure

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



Step One

a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the date of the alleged grievance by submitting in writing the alleged grievance to the Chief of Police of the BOROUGH OF WESTWOOD and simultaneously to the Councilmember designated to have responsibility in this area. (The Borough shall keep the PBA informed as to the designee and of any changes). An attempt shall be made to resolve the matter informally. Failure to submit in writing the alleged grievance to the Chief of Police of the BOROUGH OF WESTWOOD and simultaneously to the Councilmember described above within thirty (30) days of the alleged occurrence shall be deemed to constitute an abandonment of said grievance.

b) The Chief of the Department shall render a decision within thirty (30) days after receipt by him, in writing of the alleged grievance. Failure to render a decision within thirty (30) days of receipt of a grievance in writing by the Chief of Police shall be deemed a denial of said grievance.

Step Two

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

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



- c) The Mayor and Council shall take up the matter of the grievance in closed or open session according to the best interests of the BOROUGH of WESTWOOD, taking into consideration the preference of the grievant.
- d) After consideration by the Mayor and Council of the grievance, a decision by the Mayor and Council on same must be rendered in writing within thirty days of same.

Step Three

- a) If the grievance is not settled through Step One and Two, either party may refer the matter to the Public Employees Relations Commission with Thirty (30) days after the determination by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Commission.
- b) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.
- c) The costs of the services of the Arbitrator shall be borne equally between the BOROUGH OF WESTWOOD and the ASSOCIATION. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing here in shall prevent the parties from

fla

mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. Provided, however, said extension or contraction of the time limits shall be agreed to in writing, signed by the Mayor and Council and the Grievant, of his Representative.

A handwritten signature in cursive script, appearing to be initials or a name, located at the end of the text block.

VACATIONS

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

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

An Employee may arrange and carry into the next succeeding year, ten (10) vacation days. Such carrying of days shall be used in that succeeding year.

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



TOUR EXCHANGE

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

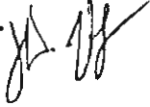
J.S. [Signature]

IN-SERVICE TRAINING

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

OFF DUTY POLICE ACTION

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

A handwritten signature in black ink, appearing to be initials or a stylized name, located below the end of the text.

SEPARABILITY AND SAVINGS

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

A handwritten signature in black ink, appearing to be initials or a stylized name, located at the end of the paragraph.

AGENCY SHOP

Section 1

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within sixty (60) days thereafter, any new permanent Employee who does not join within sixty (60) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within twenty (20) days of reentry into employment with the unit 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 (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification one time per year which revision shall be in writing and shall coincide with the annual salary increase, if any. Said notification shall be signed by the President or Steward of the Local and submitted thirty (30) days in advance of its intended effective date. The format for said agreement shall be a standardized format, the content of which shall be subject to the reasonable review by the Borough Treasurer so as to facilitate ease of administration. The Union's entitlement to the representation fee shall continue beyond determination 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 to this provision by a successor agreement between the Union and the Employer. The representation date shall only be changed by further agreement or to reflect changes as hereinabove discussed in the regular Union membership dues, fees and assessments or changes in salary.



Section 2

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

J.D. 9/8

DURATION

This Agreement shall become effective January 1, 1990 and shall terminate December 31, 1992.

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

A handwritten signature in cursive script, appearing to be the initials 'AS' or similar, located at the end of the second paragraph.

SCHEDULE A

BASE WAGES

	<u>EFFECTIVE</u> <u>1/1/90</u>	<u>EFFECTIVE</u> <u>1/1/91</u>	<u>EFFECTIVE</u> <u>1/1/92</u>
SERGEANT 3rd YEAR	\$45,317.	\$48,716.	\$52,370.
SERGEANT 2nd YEAR	43,941.	47,237.	50,780.
SERGEANT 1st YEAR	42,569.	45,762.	49,194.
POLICE OFFICER 4th YEAR	41,197.	44,287.	47,609.
POLICE OFFICER 3rd YEAR	37,916.	NA	NA
POLICE OFFICERS APPOINTED AFTER 1/1/90:			
4th year	NA	NA	NA
3rd Year	NA	NA	41,632
2nd Year	NA	33,167	35,655
1st Year	25,681	27,607	29,678

SCHEDULE B

VACATION BENEFITS

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

No Officer's present vacation entitlement shall be reduced as a result of this Clause.

DESIGNATED HOLIDAYS

July Fourth	Thanksgiving Day
Veteran's Day	Lincoln's Birthday
New Year's Day	Memorial Day
Christmas	Easter
Labor Day	



SCHEDULE C

INITIAL ISSUE FOR NEW MEN

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

SCHEDULE D

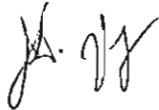
List of Academy Courses for which Retro Credit
will be received. Maximum benefit of \$250.00 per year.

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

SCHEDULE E

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


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



CONTRACT "OPENERS"

Notwithstanding the provisions of this contract, both parties to this contract may consider conducting discussions concerning two aspects of this contract, itemized below:

Provision of health benefits: to review the existing coverages as well as the extreme price increases experienced over the past several years, to explore the possibility that provision of health benefits into retirement may become feasible upon a change to a different coverage program.

Detective stipend: the possibility of revising this provision in the event of the assignment of another officer to the Dectective Bureau; with the possibility of increasing the stipend for the incumbent detective while reducing the stipend for any new detective as an offset. 

AGREEMENT TO AMEND CONTRACT BETWEEN

THE BOROUGH OF WESTWOOD AND THE WESTWOOD UNIT OF PBA LOCAL 206

The two parties hereby agree that the above-captioned contract in effect for the years 1990, 1991 and 1992 is hereby amended to incorporate the attached sheet captioned "Detectives" and enumerated as page 30-a.

It is hereby further agreed that inasmuch as the attached page is intended to replace page 30 of the Contract, page 30 is hereby deleted.

It is hereby further agreed that any and all references to "item #6" contained on a sheet enumerated as page 30-b that came up during discussions on this subject, are not part of the Agreement.

For the PBA:

For the Borough:

Sgt. Edward Wagner
Det. Robert Wilson
Det. Gregory C. Ruffalo
[Signature]
[Signature]

Victor Lapychak
Victor Lapychak
Borough Administrator

Teresa Massood
Teresa Massood
Borough Clerk

Date: 7/26/91

DETECTIVES

In addition to his regular straight time base pay, each full time detective shall receive as additional compensation, the sum of \$1,150.00 for 1991, \$1,200.00 for 1992 per year, and annually thereafter, folded into his regular weekly pay. When an officer is assigned to the Detective Bureau he will be on probation for a period of twelve months. During this period the Chief of Police may remove the officer from probation at his discretion. Additional compensation will not commence until said officer is off probation.

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

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

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

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

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