

COPY

1134

A G R E E M E N T

BETWEEN

THE BOROUGH OF WESTWOOD

NEW JERSEY

AND

**NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 206
(WESTWOOD UNIT)**

January 1, 1996 thru December 31, 1999

ORIGINAL

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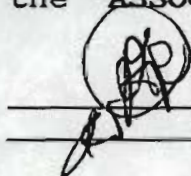
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4 AGREEMENT
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9 **I. PREAMBLE**

10 This Agreement entered into this day of
11 , 19 , by and between the BOROUGH OF WESTWOOD, in the County of
12 Bergen, State of New Jersey, a municipal corporation of the State
13 of New Jersey, hereinafter called the "BOROUGH", and the PBA LOCAL
14 206, (WESTWOOD UNIT) hereinafter called the "ASSOCIATION".
15
16

17
18 APPROVED: _____




BOROUGH
ASSOCIATION

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22 **II. RECOGNITION**

23 The BOROUGH hereby recognizes PBA LOCAL 206 (WESTWOOD
24 UNIT) as the exclusive collective bargaining and negotiating agent
25 for all Patrol Officers and Sergeants of the Borough Police
26 Department.
27

28 The title of Policeman or Police Officer shall be defined
29 to include the plural as well as the singular and to include males
30 as well as females. Probationary Patrol Officers are included
31 within the bargaining unit, provided, however, that discipline and
32 discharge probationary employees are issues not covered by this
33 contract and the work schedule provisions during basic academy
34 training shall not apply.
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36

37
38 APPROVED: _____



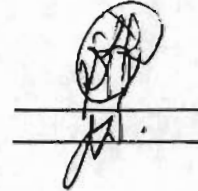
BOROUGH
ASSOCIATION

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42 **III. NON-DISCRIMINATION**

43 Pursuant to the New Jersey Employer-Employee Relations
44 Act, as amended, the BOROUGH and the ASSOCIATION agree that all
45 Police Officers covered under this Agreement have the right without
46 fear of penalty or reprisal to form, join and assist any Employee
47 organization or to refrain from any such activity if they so
48 choose. There shall be no discrimination by the BOROUGH or the
49 ASSOCIATION against any Employee because of the Employee's
50 membership or nonmembership, or activity or non-activity in the
51 ASSOCIATION.
52

1 Neither the BOROUGH nor the ASSOCIATION shall
2 discriminate against any Employee because of the race, creed,
3 color, sex, or national origin.
4

5
6 APPROVED:



BOROUGH
ASSOCIATION

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10 **IV. PRESERVATION OF RIGHTS**

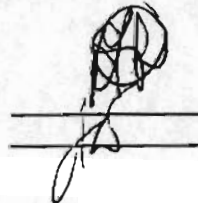
11
12 The BOROUGH hereby retains and reserves unto itself,
13 without limitation, all powers, rights, authority, duties, and
14 responsibilities conferred upon and vested in it prior to the
15 signing of this Agreement by the Laws and Constitution of the State
16 of New Jersey and of the United States of America, including but
17 without limiting the generality of the foregoing, the following
18 rights:

- 19
20 1) To the executive management and administrative
21 control of the Borough Government and its
22 properties and facilities, and the activities of
23 its employees;
24
25 2) To hire all employees and subject to the provisions
26 of law, to determine their qualifications and
27 conditions for continued employment, or assignment,
28 and to promote and transfer employees;
29
30 3) To suspend, demote, discharge or take other
31 disciplinary action for good and just cause
32 according to law.
33

34 Nothing contained herein shall be construed to deny or to
35 restrict or to limit the BOROUGH in its right, responsibilities,
36 and authority under R.S. 40 and R.S. 11, or any other national,
37 state, county, or local laws or Ordinances.
38

39 Unless a contrary intent is expressed in this Memorandum
40 of Agreement, all existing benefits, rights, duties, obligations,
41 any rules, regulations, instructions, directives, memorandums,
42 practice, statutes, or otherwise shall not be limited, restricted,
43 impaired, removed or abolished.
44

45
46 APPROVED:



BOROUGH
ASSOCIATION

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49
50 **V. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

51 The BOROUGH agrees that it will not enter into any
52

1 collective negotiations Agreement with any organization other than
2 PBA LOCAL 206 (WESTWOOD UNIT) with regard to the Employees covered
3 in Article I, RECOGNITION, so long as PBA LOCAL 206 (WESTWOOD UNIT)
4 continues to represent such Employees.

5
6 The ASSOCIATION shall be responsible for acquainting its
7 members with the terms and provisions of this Agreement, and shall
8 make every reasonable effort to secure compliance by its Members
9 with those terms and conditions.

10
11 The BOROUGH agrees to grant time off without loss of
12 regular straight time pay, not to exceed one (1) week, in
13 accordance with N.J.S.A. 11:26C-4 to one member of the ASSOCIATION
14 as a delegate to State Conventions of the New Jersey Policemen's
15 Benevolent Association. No more than one (1) employee shall be
16 granted time off at any one time. Proof of attendance shall be
17 submitted by each Employee granted time off in accordance with this
18 Article.

19
20 The ASSOCIATION may designate five (5) representatives
21 any one of whom shall be responsible for raising with the BOROUGH
22 any questions concerning the enforcement and applicability of this
23 Agreement. The ASSOCIATION shall furnish to the BOROUGH in writing
24 the names of the representatives and promptly notify the BOROUGH of
25 any changes.

26
27 One (1) of the five (5) aforementioned representatives,
28 at any one time may be granted regular scheduled time off without
29 loss of regular pay during working hours to settle grievances in
30 accordance with the Grievance Procedure, provided there is not
31 interference with the operation of the Department.

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34 APPROVED:



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38 BOROUGH
39 ASSOCIATION

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VI. NO STRIKE PLEDGE

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

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

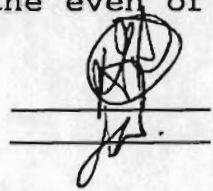
1 job action against the BOROUGH.
2

3 The ASSOCIATION agrees that it will do everything in its
4 power to prevent its members from participating in any strike, work
5 stoppage, slowdown or other activity aforementioned, including but
6 not limited to publicly disavowing such action and directing all
7 such members to participate in such activities to cease and desist
8 from same immediately and to return to work, along with such other
9 steps as may be necessary under the circumstances, and to bring
10 about compliance with its order.
11

12 In the event of a strike, slowdown, walkout, or job
13 action, it is covenanted and agreed that participation in any such
14 activity by the ASSOCIATION shall entitle the BOROUGH to take
15 appropriate disciplinary action including possible discharge in
16 accordance with applicable law.
17

18 Nothing contained in this Agreement shall be construed to
19 limit or restrict the BOROUGH in its right to seek and obtain such
20 judicial relief as it may be entitled to have, in law or in equity,
21 for injunction or damages or both, in the even of such breach by
22 the ASSOCIATION or its Members.
23

24 APPROVED: _____

25  _____
26 BOROUGH
27 ASSOCIATION

28 **VII. PROCEDURE FOR INVESTIGATION OF POLICE OFFICERS**
29

30 1. In an effort to insure that investigation of Police
31 Officers are conducted in a manner which is conducive to good order
32 and discipline, the following rules are hereby adopted:
33

- 34 a) In all cases and at ever stage of the
35 proceedings, the Department shall afford an
36 opportunity for a member of the force, if
37 (s)he so requests, to consult with Counsel
38 and/or his/her ASSOCIATION Representative, and
39 to have such attorney or ASSOCIATION
40 Representative present during the
41 interrogation.
42
- 43 b) Interrogation of a member of the BOROUGH
44 Police Force shall be at a reasonable hour,
45 preferably when the member of the force is on
46 duty, but during the course of the regular
47 business day, i.e., 9:00 A.M. through 5:00
48 P.M., unless the exigencies of the
49 investigation dictate otherwise.
50
- 51 c) The interrogation shall take place at a
52 location designated by the Chief of Police.

1 Usually , it will be at the Police
2 Headquarters or the location where the
3 incident allegedly occurred.
4

5 d) If an Officer is or becomes the target of an
6 investigation, (s)he shall be so informed of
7 that fact prior to the commencement of an
8 investigation, or at that point during an
9 investigation.

10
11 e) The questioning period shall be reasonable in
12 length. Reasonable respites shall be allowed.
13 Time shall also be provided for personal
14 necessities, meals, telephone calls, and such
15 rest periods, as are reasonably necessary.
16

17 f) The member of the force shall not be subject
18 to any offensive language, nor shall (s)he be
19 threatened with transfer, dismissal, or other
20 disciplinary punishment. No promise or reward
21 shall be made as an inducement to answering
22 questions.
23

24 g) If a member of the force is under arrest or is
25 likely to be, that is if (s)he is a suspect or
26 the target of a criminal investigation, (s)he
27 shall be given his/her rights pursuant to the
28 current decisions of the United States Supreme
29 Court.
30

31 2. a) Except for good cause, any disciplinary charge
32 to be lodged against a police officer shall be
33 filed not later than ninety (90) days
34 following actual notice of the misconduct to
35 the Mayor and Council.
36

37 b) The failure to prefer charges within said 90-
38 day period, without just excuse for delay,
39 shall preclude any future proceeding against
40 the police officer based upon said misconduct
41 provided, however, that information concerning
42 the misconduct may be used as evidence in any
43 subsequent disciplinary proceedings concerning
44 a similar offense.
45

46 APPROVED:



47 BOROUGH
48 ASSOCIATION
49

50 VIII. HOURS OF WORK AND OVERTIME

51 The work day shall consist of no more than eight (8)
52

1 consecutive hours, which shall include appropriate meal and rest
2 periods in a twenty-four (24) hour period. Thirty-seven and one-
3 half (37.5) hours in a seven (7) day period shall be the normal
4 work week.
5

6 The work schedule shall be what is commonly known as the
7 "5-2, 5-3 work chart". It shall provide for five (5) days of work
8 followed by two (2) days off, followed by five (5) days of work
9 followed by three (3) days off, and so on in the same alternating
10 5-2, 5-3 sequence. All blocks of working days shall be like shift
11 assignment (days, nights, evenings).
12

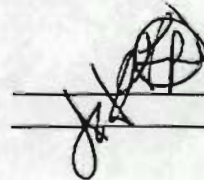
13 The Police Department shall be entitled to "float"
14 persons covered by the contract pursuant to the provisions of
15 Schedule E annexed.
16

17 All work in excess of the work day or work week shall be
18 considered overtime.
19

20 The 3-11 (PM) tour shall enjoy a forty-five (45) minute
21 meal period.
22

23 Overtime shall be paid at the rate of one and one-half
24 times the Employee's base hourly rate and shall be paid in cash
25 compensation or as compensation time off, at the Employee's sole
26 discretion. The base hourly rate shall be computed by dividing the
27 Employee's base annual wage by 1,946 and paid every two (2) weeks.
28 Overtime hours and pay shall be posted on the bulletin board or put
29 on the check itself.
30

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32 APPROVED:



BOROUGH
ASSOCIATION

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36 **IX. COURT TIME**
37

38 Court time consists of all time, excluding regular tours
39 of duty, during which an Employee covered under this Agreement
40 shall be representing the BOROUGH on BOROUGH business and shall be
41 required to attend a Municipal Court, County Court, Superior Court,
42 or other judicial administrative body. This shall include
43 appearances in Municipal Court of neighboring municipalities under
44 a mutual assistance policy. However, nothing contained herein
45 shall restrict the BOROUGH or the Police Department from
46 terminating said Mutual Assistance Policy.
47

48 Payment for court time, as referred to in this Article,
49 will be made on the following basis:
50

51 Where the Employee reports for Court outside
52 the Employee's regularly scheduled tour of

ORIGINAL

1 duty (s)he will be compensated at the rate of
2 time and one-half the Employee's base hourly
3 rate of pay; and the Employee shall receive a
4 minimum of two (2) hours of pay at time and
5 one-half his/her regular rate of pay, for any
6 such occasion except where the appearance is
7 contiguous to the Employee's regular shift.
8

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

17
18 APPROVED:

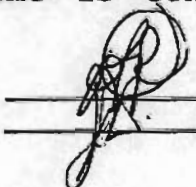


BOROUGH
ASSOCIATION

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22 **X. RECALL**

23
24 An employee who is called back to work less than sixteen
25 (16) hours after the conclusion of his/her regular scheduled shift,
26 shall be compensated at the rate of time and one-half the regular
27 straight time base pay with a minimum guarantee of two (2) hours
28 pay. The foregoing minimum guarantee shall not apply to either pre
29 or post shift overtime, where such time is contiguous to the
30 regular shift.

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32 APPROVED:



BOROUGH
ASSOCIATION

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36 **XI. UNIFORM ALLOWANCE**

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

45
46 Uniforms or equipment (including those belonging to
47 Detectives) which are damaged while in the line of duty, in a
48 single incident, shall be repaired or replaced at the BOROUGH'S
49 option and at the BOROUGH'S expense, providing that this has been
50 approved by the Chief of Police.

51
52 In the event, during the lifetime of this Agreement, the

1 BOROUGH changes uniform styles in whole or in part, the BOROUGH
2 shall pay for the initial issue of such uniforms. Thereafter, the
3 allowance provision as set forth herein shall apply.
4

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

10
11 New Employees shall receive a basic uniform issue as is
12 defined in Appendix C. If a new Employee resigns his/her position
13 within the first year of his/her employment, all issued uniforms
14 and equipment shall be returned to the BOROUGH of Westwood.

15
16
17 APPROVED:



BOROUGH
ASSOCIATION

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21 **XII. BEREAVEMENT LEAVE**

22
23 Permanent full-time Employees shall be granted three (3)
24 days of leave without loss of regular pay upon the death of a
25 member of his/her immediate family. An Employee shall receive two
26 (2) additional days in the event of the death of a spouse or child.

27
28 Immediate family shall be defined as the Employee's
29 spouse, children, parents, brothers, sisters, mother-in-law or
30 father-in-law, and grandparents.

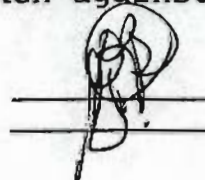
31
32 Reasonable verification of the event may be required by
33 the BOROUGH.

34
35 Any extension of absence under this Article may be
36 requested by the Employee with the consent of the Chief of Police.
37 Such extension shall be charged against available holiday or
38 vacation time, or be taken without pay for a reasonable period at
39 the option of the Employee.

40
41 The Bereavement Leave shall be increased to five (5) days
42 were the funeral necessitates travel beyond a one hundred (100)
43 mile radius.

44
45 In the event of a death of a brother-in-law or sister-in-
46 law, the Officer shall receive one (1) day Bereavement Leave.
47 Additional time, if required, may be taken against available sick
48 time for the year in question.

49
50 APPROVED:



BOROUGH
ASSOCIATION

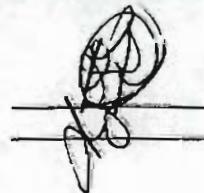
1 **XIII. MEDICAL AND HOSPITALIZATION INSURANCE**

2
3 The BOROUGH shall continue to provide present medical,
4 dental, and hospitalization coverage for all Employees through the
5 Bergen Municipal Employee Benefits Fund, or like provider (See
6 March 2, 1992 letter, Exhibit A).
7

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

- 11
12 · Hospital Pre-certification
13
14 This provision requires that all non-emergency
15 hospital stays be certified in advance.
- 16
17 · Mandatory Second Surgical Opinion
18
19 This provision requires that for certain types of
20 elective surgery a second opinion approving the
21 surgery is necessary. The fee for the second
22 opinion is paid for by the Fund.
- 23
24 · Large Case Management and Continued Stay Review
25
26 The Fund documents will be modified to give the
27 claims administrator authority to monitor and
28 evaluate the necessity and expense of treatment
29 options in connection with serious or long-term
30 illnesses.
- 31
32 · High Risk Pregnancy Management Plan
33
34 Plan participants who are identified as high risk
35 pregnancy patients will be required to participate
36 in (at no additional expense to the participant) a
37 plan which provides intensive and specialized care
38 to minimize or avoid complications in the high risk
39 pregnancy, especially during the first through
40 seventh months.
- 41
42 · Wellness Program
43
44 In conjunction with the foregoing options, the plan
45 may provide a Wellness Program consisting of annual
46 physicals and similar preventive measures at no
47 cost to participants.

48
49
50 APPROVED:



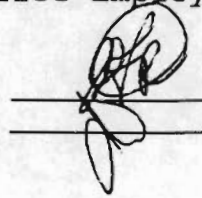
BOROUGH
ASSOCIATION

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1 **XIV. LEGAL AID**

2
3 The Employer will provide legal aid to all personnel
4 covered by this Agreement pursuant to the appropriate statute. The
5 Employer will also continue to provide the existing Municipal
6 Insurance Package presently covering police Employees pursuant to
7 this Agreement.

8
9 APPROVED:



BOROUGH
ASSOCIATION

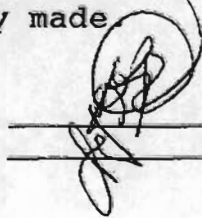
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13 **XV. BULLETIN BOARD**

14
15 The BOROUGH will provide one (1) Bulletin Board for the
16 use of the ASSOCIATION to be placed in the muster room.

17
18 The Bulletin Board shall be used for the posting of
19 notices and bulletins pertaining to official business of the
20 ASSOCIATION and for announcements.

21
22 No matter may be posted without receiving prior
23 permission from the officially designed ASSOCIATION Representative.
24 The Chief, or his Designee, may reject for posting, or have removed
25 from the Bulletin Board, any material which he deems to be
26 detrimental to the operation of the Department, which does not
27 conform to the intent and provisions of this Article. However,
28 such rejections will not be unreasonably made

29
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31 APPROVED:

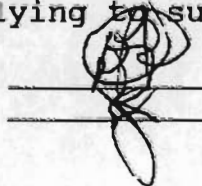


BOROUGH
ASSOCIATION

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35 **XVI. MILITARY LEAVE**

36
37 Military leave for Employees training or serving with the
38 National Guard of the Armed Forces of the United States will be
39 granted in accordance with the laws applying to such cases.

40
41 APPROVED:



BOROUGH
ASSOCIATION

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45 **XVII. PERSONNEL FILES**

46
47 Established personnel files are confidential records
48 which shall be maintained under the direction of the Chief of
49 Police.

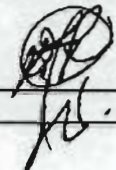
50
51 Employees covered under this Agreement may, by
52 appointment, review in the presence of the Chief or the Designee,

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

8
9 Whenever a written complaint concerning an Officer is
10 placed in his/her personnel file, a copy shall be furnished to him
11 and (s)he shall be given the opportunity to rebut same in writing,
12 if (s)he so desires.

13
14 No one shall have access to the personnel files of an
15 Employee except the Chief of Police, Commissioner of Police, the
16 Employee, and the Mayor and Council when in closed session they are
17 contemplating either the promotion of, removal of, suspension of,
18 an Employee covered by this Agreement for whom a personnel file may
19 exist.

20
21 APPROVED: _____

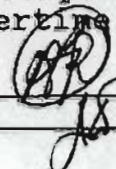

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BOROUGH
ASSOCIATION

XVIII. PENSION

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

30
31 Such pension payments are to be based on the Employee's
32 base annual salary plus all other forms of compensation folded into
33 each pay period, with the exception of overtime.

34
35 APPROVED: _____

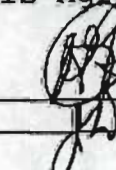

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BOROUGH
ASSOCIATION

XIX. SALARIES

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

44
45 The effective dates for the various incremental salary
46 increases provided for over the life of this Agreement shall be as
47 set forth in Schedule A annexed hereto.

48
49 APPROVED: _____


50 _____
51 _____
52 _____
BOROUGH
ASSOCIATION

1 **XX. LONGEVITY**

2
3 Effective January 1, 1996, all longevity will be
4 calculated on January 1st and each January 1st thereafter.
5 Longevity calculations will be pro-rated from anniversary date of
6 eligibility, over the 12 month period of the year.
7

8 All current police officers and those hired subsequently
9 during the life of this agreement will be eligible for longevity in
10 accordance with the schedule below and commencing with the January
11 1 immediately following completion of six (6) years of service and
12 each eligible January 1 thereafter.
13

14 For purposes of longevity eligibility at the rate of 18%,
15 said eligibility will be effective on the day following the
16 anniversary of 29 years of completed service.
17

18
19 **LONGEVITY**

20
21 Employees sworn prior to January 1, 1996 shall receive
22 one percent (1%) Longevity after four (4) years of
23 service as per the former (1/4) Plan so that no present
24 Employee loses compensation under this plan.
25

<u>Yrs.Svc.</u>	<u>1996 through 1999</u>
6 - 8	2%
9 - 11	3%
12 - 14	4%
15 - 17	5%
Commencing with start of - yrs.svc.	
19	7%
20	8%
21	9%
22	10%
23	11%
24	12%
25	13%
26	14%
27	15%
28	16%
29	17%
30	18%
31	0%

**BOROUGH
ASSOCIATION**

ORIGINAL

1 **XXI. WORK INCURRED INJURY**

2
3 Where an Employee covered under this Agreement suffers a
4 work connected injury or disability, the BOROUGH shall continue
5 such Employee at full pay and benefits during the continuance of
6 such Employee's inability to work, for a period up to one (1) year.
7 During this period of time, all temporary disability payments
8 accruing under the provisions of the Worker's Compensation Act
9 shall be paid over to the BOROUGH.

10
11 The Employee shall be required to present evidence by a
12 certificate of treating physician that (s)he is unable to work, and
13 the Mayor and Council may reasonably require the said Employee to
14 present such certificates from time to time.

15
16 In the event the Employee contends that (s)he is entitled
17 to a period of disability beyond the period established by the
18 treating physician, or a physician employed by the BOROUGH, or by
19 its Insurance Carrier, then and in that event, the burden shall be
20 upon the Employee to establish such additional period of disability
21 by obtaining a Judgment in the Division of Worker's Compensation
22 establishing such further period of disability and such findings by
23 the Division of Worker's Compensation, or, by the final decision of
24 the last reviewing Court shall be binding upon the parties.

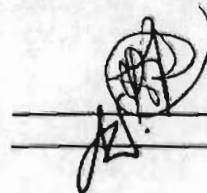
25
26 For the purposes of this Article, work incurred injury
27 shall mean injury or illness incurred while the Employee was acting
28 in an official capacity.

29
30 In the event a dispute arises as to whether an absence
31 shall be computed or designated as sick leave, or as an injury on
32 duty, the parties agree to be bound by the decision of an
33 appropriate Worker's Compensation Judgment, or if there is an
34 appeal therefrom, the final decision of the last reviewing Court.

35
36 An injury on duty, requiring time off for treatment,
37 recuperation, or rehabilitation, shall not be construed as sick
38 leave or a sick leave occasion under the terms of the Sick Leave
39 Policy heretofore agreed upon by the parties.

40
41 In the event an Employee visits a doctor at the request
42 of the BOROUGH, and a portion of the time required for such visit
43 occurs during the period when the Employee is scheduled for a
44 normal tour of duty, the Employee shall be excused and paid for the
45 excused portion of the scheduled tour as if it were time worked.

46
47
48
49 APPROVED:



BOROUGH
ASSOCIATION

1 **XXII. DETECTIVES**

2
3
4 In addition to his/her regular straight time base pay,
5 each full time detective shall receive as additional compensation,
6 the sum of \$1,200.00 folded into his/her regular weekly pay. When
7 an officer is assigned to the Detective Bureau (s)he will be on
8 probation for a period of twelve (12) months. During this period
9 the Chief of Police may remove the Officer from probation at
10 his/her discretion. Additional compensation will not commence
11 until said Officer is off probation.
12

13 In consideration of the nature of the Detective's
14 employment and the annual Detective's Stipend, the Detective agrees
15 to waive overtime payment to the maximum extent permissible under
16 State or Federal Law subject to the limitations expressly set forth
17 herein. In consideration of the Stipend the Detective also agrees,
18 from time to time to split his/her workday.
19

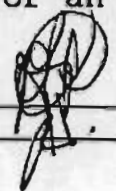
20 The Detective may be called upon to work up to two (2)
21 hours of overtime on any given day without compensation for such
22 work. In the event the duties exceed two (2) hours, the Detective
23 shall receive compensation at the overtime rate of pay for the
24 entire time. The minimum call-in provision of this Contract shall
25 not be applicable to the Detective's position.
26

27 If for reason of efficiency, economy or convenience the
28 Detective is assigned to uniform duties, then on any such day the
29 Detective shall be entitled to overtime upon the same terms and
30 conditions as are applicable to uniformed Officers.
31

32 The Detective agrees to maintain such record of overtime
33 worked as the Chief of Police may require.
34

35 In the event the Detective is called upon to perform
36 Detective duties on a day-off or vacation day (s)he shall, as
37 mutually agreed upon by the Chief of Police, or his Designee, and
38 the Detective, be compensated at overtime or an even exchange of
39 compensatory time.
40

41 APPROVED:

42 
43 _____
44 _____

45 **BOROUGH
46 ASSOCIATION**

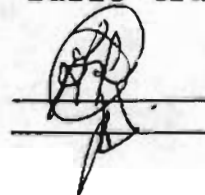
47 **XXIII. TRAVEL ALLOWANCE**

48 When a covered Employee is required to be out of the
49 **BOROUGH OF WESTWOOD** on Municipal business, and no municipal vehicle
50 is provided for such travel, then the police officer shall be
51 compensated at the rate of Twenty Two (\$.22) Cents per mile as
52 payment for his/her personal transportation. The Twenty Two (\$.22)
Cents per mile is deemed to be adequate compensation for any and

ORIGINAL

1 all fuel, oil, and any other expenses and/or maintenance or repair
2 charges that may occur during transit. Basic training class for
3 new police officers is not included.

4
5 APPROVED:



BOROUGH
ASSOCIATION

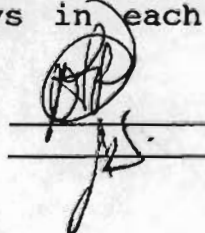
6
7
8 **XXIV. SICK LEAVE PROGRAM**

9
10 Members shall be entitled to fifteen (15) sick leave days
11 per year.

12
13 Notwithstanding the provisions of this Article, the Mayor
14 and Council shall have the right, in individual cases, to grant
15 additional sick leave days in cases of extended illness. Sick
16 leave is to be used for its intended purpose only unless otherwise
17 agreed to between the parties.

18
19 The granting or withholding of additional sick leave days
20 shall be in the sole discretion of the Mayor and Council and no
21 appeal shall lie from any such determination. Whenever any member
22 shall be absent from duty by reason of injuries sustained out of
23 and in the course of the performance of his/her duty as a police
24 officer, said absence shall be regulated by the requirements of the
25 New Jersey Worker's Compensation Act, and shall not be charged
26 against the sick leave of the said Employee. Any member of the
27 Police Department may accumulate said sick time without a limit on
28 any amount, all unused sick leave days in each year shall be
29 banked.

30
31 APPROVED:



BOROUGH
ASSOCIATION

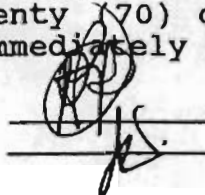
32
33
34 **XXV. TERMINAL LEAVE**

35
36 Upon retirement from the Police Department, each Employee
37 shall receive fifty (50) working days pay at the Employee's current
38 rate of pay upon retirement.

39
40 Upon retirement from the Police Department, in addition
41 to the terminal leave provided for in the paragraph immediately
42 preceding this, each employee shall receive the following benefits:

- 43
44 a) One (1) day's pay for each day of accumulated sick
45 leave up to a total of forty (40) days; and
46 b) One (1) additional day's pay for each two (2) days
47 of accumulated sick leave in excess of forty (40) days to
48 a maximum entitlement of seventy (70) days under this
49 paragraph and paragraph (a) immediately preceding.

50
51 APPROVED:



BOROUGH
ASSOCIATION

1 **XXVI. HOLIDAY CALENDAR**

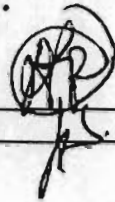
2 All personnel covered by this Agreement shall receive an
3 additional nine (9) days salary in lieu of holidays.
4

5 All money due Employees under this clause shall be folded
6 into each pay period.
7

8 Employees shall have the option of taking holidays in
9 cash or time off. The option shall be exercised by an Employee not
10 later than January 7th of the year in which payment will commence.
11

12 If an Employee exercises his/her option as time off, then
13 the taking of such time shall be controlled by the same principles
14 as applied to the taking of personal days.
15

16 APPROVED:

17 
18 _____
19 _____

20 **BOROUGH
21 ASSOCIATION**


22 **XXVII. PERSONAL LEAVE**

23 Each Employee shall have six (6) personal days per year.
24 For the purpose of this clause, an Employee shall not be required
25 to advise his/her superior of the reason for the personal leave
26 days.
27

28 Employees must give the Chief of Police notice of their
29 intention to take a personal day, and must receive approval from
30 the Chief to insure that the Employer has adequate personnel on
31 hand to perform all necessary functions.
32

33 A denial of an application for personal time under this
34 section by the Chief shall only be made for a sufficient cause.
35 Any such denial may become the subject of a grievance procedure
36 under this Agreement. In the event of a denial of a personal day,
37 and in the further event such personal day is not utilized in the
38 calendar year, the Employee shall be paid for such personal day at
39 the straight time rate.
40

41 APPROVED:

42 
43 _____
44 _____

45 **BOROUGH
46 ASSOCIATION**

47 **XXVIII. PROFESSIONAL GROWTH OF POLICE**

48 **Section I**

49 Members of the Police Department who are currently
50 matriculated in a recognized college program will be paid by the
51 BOROUGH an additional salary in the amount of Eleven (\$11.00)
52 Dollars per credit, provided the Officer has attained a minimum of

1 thirty (30) credits. This payment shall be made according to the
2 following formula:

3
4 \$330.00 for 30 credits
5 440.00 for 40 credits
6 550.00 for 50 credits
7 660.00 for 60 credits
8 770.00 for 68 credits, or an Associates of Arts Degree,
9 whichever is lesser.

10
11 \$1,100.00 for 100 credits
12 1,210.00 for 120 credits
13 1,320.00 for 120 credits
14 1,430.00 for 130 credits
15 1,540.00 for 138 credits, or a Bachelor of Arts Degree,
16 whichever is lesser.

17
18 It is understood that the Probationary Patrol Officers
19 are ineligible to obtain these payments until permanent
20 appointment. It is further understood that an Officer must attain
21 the minimum of thirty (30) credits prior to the first payment, and
22 that (s)he must attain an additional ten (10) credits for each step
23 as set forth above.

24
25 It is further understood that after the Patrol Officer or
26 an Employee of the Police Department has attained sixty-eight (68)
27 credits or an Associates of Arts Degree, (s)he may not be eligible
28 for any additional educational incentive benefits until (s)he has
29 accumulated the next thirty (30) credits.

30
31 It is further understood that the final step in the
32 Program will be paid to the Officer upon attaining either 138
33 credits or his/her Bachelor of Arts Degree, whichever is lesser.

34
35 It is further understood that a Patrol Officer must
36 attain a grade of "C" or better in order to qualify for a credit,
37 and that these courses must be accredited by either the State Law
38 Enforcement Planning Agency or LEEP.

39
40 It is further understood that if there is any question as
41 to the applicability of courses for which the Officer has received
42 a grade of "C" or better with reference to this clause, the burden
43 is upon said Officer to demonstrate that the course was accredited
44 by the State Law Enforcement Planning Agency or LEEP.

45
46 Section 2

47
48 The additional remuneration noted in the Schedule above,
49 shall only be payable by the BOROUGH upon proper certification of
50 successful completion of the courses.

ORIGINAL

1 Section 3

2
3 It is understood that credits earned prior to the
4 effective date of this Contract will be paid for pursuant to the
5 formula set forth in Section 1.
6

7 Section 4

8
9 It is further understood that an Officer must continue
10 the program leading toward either an Associates of Arts Degree or
11 Bachelor of Arts Degree in order to maintain eligibility for these
12 payments, except:
13

- 14 1) An Officer may for a total period of eighteen (18)
15 months fail to maintain matriculation in a
16 recognized college program without loss of
17 benefits; and
18
19 2) Upon application to the Mayor and Council at their
20 sole discretion, (s)he may be granted such other
21 time under special hardship circumstances whereby
22 (s)he would be given permission to cease
23 matriculation in a recognized college under stated
24 conditions.
25

26 The Employer's responsibility for the above payments is
27 subject to the following limitation:
28

29 Education Incentives will only be payable for credit
30 hours earned as the result of actual in-class participation in
31 courses from a required portion of the curriculum leading to a
32 Police Science Degree from an accredited Institution.
33

34 Section 5

35
36 Each Employee shall be paid in the same manner as
37 provided for College credits for each hour of successfully
38 completed in-service training at the Police Academy, which payment
39 shall be at the rate of One (\$1.00) Dollar per credit hour. In
40 addition to the aforesaid payments, a per diem allowance of Four
41 (\$4.00) Dollars per day shall be paid for those attending courses
42 to defray meal expenses. This benefit shall be retroactive as to
43 the list on the Schedule annexed to this Agreement. Benefits shall
44 not include basic police training course.
45

46 Attendance at courses in the future shall be at the
47 discretion exercised in writing by the Chief of Police and the
48 maximum benefit payable to any one Officer under this clause shall
49 be Two Hundred Fifty (\$250.00) Dollars.
50

51 Section 6


1 Tuition Reimbursement for approved courses shall be
2 reimbursed as per the following schedule:

3
4 Grade earned A = 100% Reimbursement
5 Grade earned B = 75% Reimbursement
6 Grade earned C = 50% Reimbursement
7

8 Section 7
9

10 The compensation for those Officers holding a two year or
11 four year college degree and/or Academy credit shall be folded into
12 each pay period.
13

14
15 APPROVED:



17

BOROUGH
ASSOCIATION
18

19 XXVIX. LIFE INSURANCE
20

21
22 The Employer shall provide, at their sole cost and
23 expense, and without cost to the Employee, a life insurance policy
24 insuring the Employee's life, in the face amount of Ten Thousand
25 (\$10,000.00) Dollars. The Employee shall have the sole right to
26 name the beneficiary.
27

28 To the maximum extent possible, said policies shall be of
29 the type enabling the Employee to "roll over" said coverage at
30 his/her sole expense upon retirement from the Police Force. Said
31 policies shall be ordered as soon as possible following the
32 execution of this Contract, however, the BOROUGH shall sustain no
33 liability whatsoever should an Employee die prior to the effective
34 date of any new such policy.
35

36
37 APPROVED:



39

BOROUGH
ASSOCIATION
40

41 XXX. GRIEVANCE PROCEDURE
42

43 Purpose
44

45
46 The purpose of this procedure is to secure, at the lowest
47 possible level, an equitable solution to the problems which may
48 arise affecting the terms and conditions of this Agreement.
49 Nothing contained herein shall be construed as limiting the right
50 of any Employee having a grievance to discuss the matter informally
51 with his/her immediate supervisor.
52

1 Definition

2
3 The term "grievance" as used herein means any controversy
4 arising over the application or interpretation of this Agreement
5 and is meant to provide a means by which Employees covered by this
6 Agreement may appeal the interpretation of this Agreement and is
7 meant to provide a means by which Employees covered by this
8 Agreement may appeal the interpretation, application or violation
9 of policies, agreements and administrative decisions affecting
10 their terms and conditions of employment.

11
12 A grievance may be raised by an individual Employee, a
13 group of Employees, or the PBA.

14
15
16
17 Steps of the Grievance Procedure

18
19 The following constitute the sole and exclusive method
20 for resolving grievances between the parties covered by this
21 Agreement, and shall be followed in its entirety unless a step is
22 waived by mutual consent in writing:

23
24
25 Step One

26
27 a) An aggrieved Employee shall institute action under
28 the provisions hereof within thirty (30) days of the date
29 of the alleged grievance to the Chief of Police of the
30 BOROUGH OF WESTWOOD and simultaneously to the councilman
31 designated as Commissioner for the BOROUGH OF WESTWOOD,
32 or his Designee. An attempt shall be made to resolve the
33 matter informally. Failure to submit in writing the
34 alleged grievance to the Chief of Police of the BOROUGH
35 OF WESTWOOD, or his Designee, within thirty (30) days of
36 the alleged occurrence shall be deemed to constitute an
37 abandonment of said grievance.

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

44
45
46 Step Two

47
48 a) In the event the grievance has not been resolved
49 through Step One, then within thirty (30) days following
50 the determination or within thirty (30) days after the
51 failure of the Police Commissioner or Chief to act, the
52 matter may be submitted to the Mayor and Council by

1 submitting the written and signed grievance to the Clerk
2 of the Borough.

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

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

17 d) After consideration by the Mayor and Council of the
18 grievance, a decision by the Mayor and Council on same
19 must be rendered in writing within thirty days of same.
20

21
22 Step Three
23

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

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

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

43 d) The time limits expressed herein shall be strictly
44 adhered to. If any grievance has not been initiated
45 within the time specified, the grievance shall be deemed
46 to have been waived. If any grievance is not processed
47 to the next succeeding step in the Grievance Procedure
48 within the time limits prescribed, then the disposition
49 of the grievance at the last preceding step shall be
50 deemed to be conclusive. Nothing herein shall prevent
51 the parties from mutually agreeing to extend or contract
52 the time limits provided for processing the grievance at

1 any step in the Grievance Procedure. Provided, however,
2 said extension or contraction of the time limits shall be
3 agreed to in writing, signed by the Mayor and Council and
4 the Grievant, or his/her Representative.
5

6 APPROVED: _____
7 _____
8

BOROUGH
ASSOCIATION

9
10 **XXXI. VACATIONS**

11
12 Vacations shall be administered under the terms of this
13 Contract as per the Vacation Memorandum of March 2, 1974. (Days to
14 be chosen in units of four (4) hour increments and/or days in units
15 of one or more by seniority, subject to manpower requirements.)
16

17 It is agreed by, to, and between the parties that the
18 existing Vacation Benefit Schedule is to be amended to read as set
19 forth on Schedule "B" annexed hereto.
20

21 An Employee may arrange and carry into the next
22 succeeding year, five (5) vacation days. Such carrying of days
23 shall be used in that succeeding year.
24

25 A yearly calendar shall be posted by the Police
26 Department at the beginning of the year which shall show vacation
27 time and personal time.
28

29 APPROVED: _____
30 _____
31

BOROUGH
ASSOCIATION

32
33 **XXXII. TOUR EXCHANGE**

34
35 Employees may exchange tours of work between themselves
36 at their sole option, however, the BOROUGH shall incur no
37 additional expense by virtue of such changes.
38

39 APPROVED: _____
40 _____
41

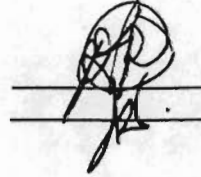
BOROUGH
ASSOCIATION

42
43
44 **XXXIII. IN-SERVICE TRAINING**

45
46 To the extent that in-service training is offered,
47 opportunities will be equitably distributed in the department to
48 the end that all officers shall be tendered approximately an equal
49 number of training opportunities with due regard to rank, length of
50 service and past performance as to educational sessions. This
51 policy is not intended to unduly limit the Chief of Police
52 discretion nor does it contemplate absolute precision.

1 Attendance at all in-service training schedule programs
2 which are outside the Officer's normally scheduled tour of duty
3 shall be considered as time worked. The BOROUGH shall endeavor to
4 establish a training program to provide for continuing professional
5 growth of police officers.
6

7
8
9 APPROVED:

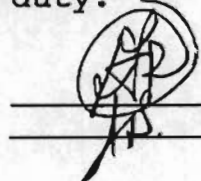


BOROUGH
ASSOCIATION

10
11
12 **XXXIV. OFF DUTY POLICE ACTION**
13

14 The parties agree that all police officers are presumed
15 to be subject to duty twenty-four (24) hours a day. The Employer
16 agrees that any action taken by a member of the force on his/her
17 time off, which would have been taken by an officer on duty if
18 present and available, shall be considered police action, and the
19 Employee shall have all of the rights, and benefits concerning such
20 actions as if (s)he were then on active duty.
21

22
23 APPROVED:




BOROUGH
ASSOCIATION

24
25
26
27 **XXXV. SEPARABILITY AND SAVINGS**
28

29 If any provision of this Agreement, or any application of
30 this Agreement to any Employee or group of Employees is held
31 invalid by operation of law or by a Court or other tribunal of
32 competent jurisdiction, said provision shall be inoperative but all
33 other provisions shall not be affected thereby and shall continue
34 in full force and effect.
35

36
37 APPROVED:



BOROUGH
ASSOCIATION

38
39
40
41 **XXXVI. AGENCY SHOP**
42

43
44 **Section 1**
45

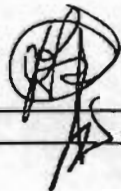
46 Any permanent Employee in the bargaining unit on the
47 effective date of this Agreement who does not join the Union within
48 sixty (60) days thereafter, any new permanent Employee who does not
49 join within sixty (60) days of initial employment within the unit,
50 and any permanent Employee previously employed within the unit who
51 does not join within twenty (20) days of re-entry into employment
52 with the unit shall, as a condition of employment, pay a

1 representation fee to the Union by automatic payroll deduction.
2 The representation fee shall be in an amount equal to eighty-five
3 (85%) percent of the regular Union membership dues, fees and
4 assessments as certified to the Employer by the Union. The Union
5 may revise its certification one time per year which revision shall
6 be in writing and shall coincide with the annual salary increase,
7 if any. Said notification shall be signed by the President or
8 Steward of the Local and submitted thirty (30) days in advance of
9 its intended effective date. The format for said agreement shall
10 be a standardized format, the content of which shall be subject to
11 the reasonable review by the BOROUGH TREASURER so as to facilitate
12 ease of administration. The Union's entitlement to the
13 representation fee shall continue beyond determination date of this
14 agreement so long as the Union remains the majority representative
15 of the Employees in the unit, provided that no modification is made
16 to this provision by a successor agreement between the Union and
17 the Employer. The representation date shall only be changed by
18 further agreement or to reflect changes as hereinabove discussed in
19 the regular Union membership dues, fees and assessments or changes
20 in salary.

21
22
23 Section 2

24
25 The Union agrees that it will indemnify and save harmless
26 the BOROUGH against any and all actions, claims, demands, losses or
27 expenses (including reasonable attorney's fees) in any matter
28 resulting from action taken by the BOROUGH at the request of the
29 Union under this Article.
30

31
32
33 APPROVED:




BOROUGH
ASSOCIATION

34
35
36
37 XXXVII. DURATION

38
39
40 This Agreement shall become effective January 1, 1996 and
41 shall terminate December 31, 1999.

42
43 Unless written notice is given at least thirty (30) days
44 prior to the expiration of this Agreement of the proposed change
45 thereto, this Agreement shall continue in full force and effect
46 until and unless a subsequent Agreement is entered into by the
47 parties.

48
49 APPROVED:

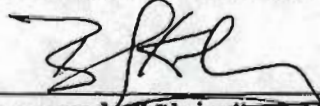


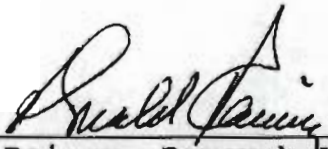
BOROUGH
ASSOCIATION

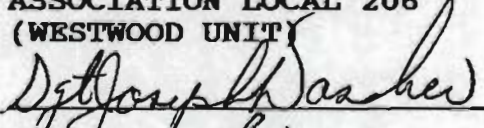
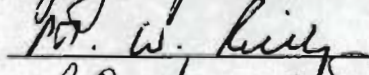
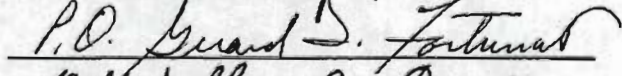
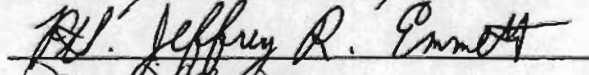
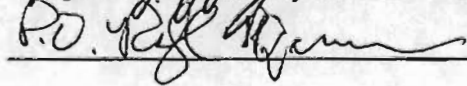
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IN WITNESS WHEREOF, the Parties hereto have entered their hands and seal this day of , 19 .

BOROUGH OF WESTWOOD

By: 
Bernard "Skip" Kerley, Mayor

ATTEST: 
Donald Rainey, Borough Administrator

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






ORIGINAL

**SCHEDULE A
BASE WAGES**

(All Pay Rates Effective January 1st of the Year Indicated)

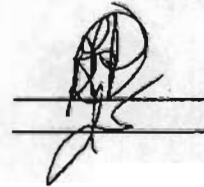
Patrol Officers:

Years of Service	1996	1997	1998	1999
0 - 6 months	\$23,400	\$24,336	\$25,309	\$26,322
6 mos. - 1 yr.	\$28,600	\$29,744	\$30,934	\$32,171
1 - 2 yrs.	\$33,454	\$34,792	\$36,183	\$37,631
2 - 3 yrs.	\$37,839	\$39,353	\$40,927	\$42,564
3 - 4 yrs.	\$40,478	\$42,097	\$43,781	\$45,552
4 - 5 yrs.	\$48,015	\$49,935	\$51,933	\$54,010
5 - 6 yrs.	\$52,868	\$54,983	\$57,182	\$59,470
6 +	\$57,727	\$60,036	\$62,438	\$64,935

Sergeant of Police

Years of Service	1996	1997	1998	1999
	\$63,500	\$66,040	\$68,682	\$71,429

APPROVED:



**BOROUGH
ASSOCIATION**

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SCHEDULE B

VACATION BENEFITS

Years of Service

Days of Vacation

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

DESIGNATED HOLIDAYS

July Fourth

Thanksgiving Day

Veteran's Day

Lincoln's Birthday

New Year's Day

Memorial Day

Christmas

Easter

Labor Day

APPROVED:



**BOROUGH
ASSOCIATION**

SCHEDULE C

INITIAL ISSUE FOR NEW OFFICERS

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

APPROVED:



**BOROUGH
ASSOCIATION**

SCHEDULE D

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

Course Titles

Hours

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

APPROVED:



**BOROUGH
ASSOCIATION**

ORIGINAL

SCHEDULE E

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

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

APPROVED:



BOROUGH
ASSOCIATION

EXHIBIT A
AGREEMENT

BETWEEN THE

BOROUGH OF WESTWOOD

AND

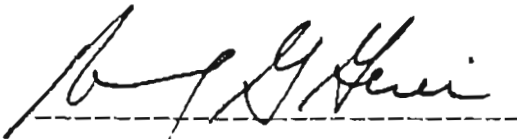
WESTWOOD POLICE NEGOTIATING COMMITTEE

It is hereby agreed between the BOROUGH OF WESTWOOD (hereinafter "Borough") and the WESTWOOD POLICE NEGOTIATING COMMITTEE UNIT OF THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 206 (hereinafter "PBA"), on this _____ day of _____, 1992, (1) that the following provision shall become effective immediately upon the execution of this document by the parties, and (2) that the following provision shall become incorporated into and become part of the collective bargaining Agreement between the parties, also effective immediately:

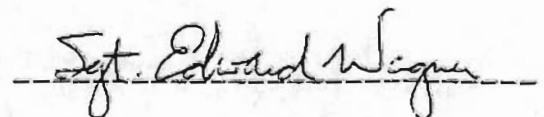
MEDICAL, DENTAL AND HOSPITALIZATION COVERAGE

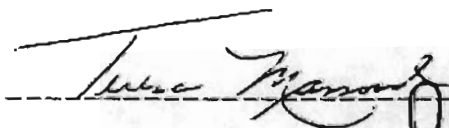
Coverage Continuance: In the event that any present insurance carried shall refuse to continue to provide such insurance, or in the event that the Borough should elect to place such coverage with a different insurance carrier, become self-insured, join a pool or fund, or otherwise effectuate a transfer of coverage, then the Borough will effectuate such a transfer with no interruption and no decrease in coverage and/or benefits to any employee and/or their dependents. Any and all increases in premium payments for covered active employees and their dependents and/or costs shall of such insurance be borne exclusively by the Borough. In the event that a decrease in coverage and/or benefits takes place as a result of the Borough's election to change insurance carriers, etc., and if an employee and/or any member of the employee's family suffers an adverse change in coverage and/or benefits as a result, then the Borough shall make prompt payment to the employee in the amount of the difference between the benefits as covered under the pre-existing insurance program and the benefits as covered under the new plan.

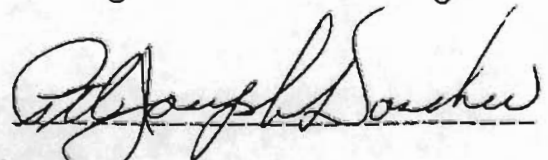
For The Borough:



For the PBA:







ORIGINAL