

Contract # 21

20-80

A G R E E M E N T

Between

THE TOWN OF WESTFIELD

And

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

---

Effective: January 1, 1984 through December 31, 1986

---

APRUZZESE & McDERMOTT  
A Professional Corporation  
500 Morris Avenue  
Springfield, NJ 07081  
(201) 467-1776

LAW OFFICES  
APRUZZESE & McDERMOTT  
A PROFESSIONAL CORPORATION  
INDEPENDENCE PLAZA  
500 MORRIS AVENUE  
SPRINGFIELD, N.J. 07081

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
I	Recognition	1
II	Payroll Deduction of P.B.A. Dues	1
III	Agency Shop	2
IV	Management Prerogatives	3
V	No Strike	3
VI	P.B.A. Security	3
VII	Grievance Procedure	4
VIII	Salaries	6
	Holidays	6
	Sick Leave Payment on Retirement	6
IX	Longevity	7
X	Professional Liability Insurance & Legal Defense	7
XI	Vacations	8
XII	Retiree Benefits	10
XIII	Seniority	10
XIV	Promotional Procedures	13
XV	Evaluation	13
XVI	Personnel Records	14
XVII	Leave of Absence Without Pay	14
XVIII	Military Leave for Annual Field Training	16
XIX	Civil Leave	16
XX	Bereavement Leave	17
XXI	Police Vehicles	17

TABLE OF CONTENTS (Continued)

<u>Article</u>	<u>Description</u>	<u>Page</u>
XXII	Retention of Existing Benefits	18
XXIII	Clothing Allowance	18
XXIV	Savings Clause	19
XXV	Duration	19
	Schedule A	20
	Schedule B	24

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1984,  
by and between the TOWN OF WESTFIELD, a municipal corporation  
of the State of New Jersey, hereinafter referred to as the  
"Town" and the NEW JERSEY STATE P.B.A. Local No. 90, herein-  
after referred to as the "P.B.A.";

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

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

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

ARTICLE II

PAYROLL DEDUCTION OF P.B.A. DUES

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

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

Section 2. The P.B.A. agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Town at the request of the P.B.A. under this Article.

### ARTICLE III

#### AGENCY SHOP

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

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

ARTICLE IV

MANAGEMENT PREROGATIVES

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

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

ARTICLE V

NO STRIKE

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

ARTICLE VI

P.B.A. SECURITY

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

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

ARTICLE VII

GRIEVANCE PROCEDURE

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

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

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Chief of Police or his designated representative. A hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the P.B.A.'s designated representative. Those parties present at Step 1 may be present at Step 2. The Chief of Police will render a decision in writing within five (5) working days.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Town Administrator within seven (7) working days after receiving the decision in Step 2. The Town Administrator shall render a decision from the record before him in writing within ten (10) working days.

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

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

The grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and



shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the P.B.A. shall have the right to submit a grievance to arbitration.

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

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

## ARTICLE VIII

### SALARIES

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

Section 2. Holidays - Employees shall be paid in addition to their annual salary, twelve (12) holidays at their regular daily rate of compensation.

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

ARTICLE IX

LONGEVITY

Section 1. The computation for longevity payments will be made from the anniversary date of employment as follows:

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

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

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

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

Nine percent (9%) after twenty-five (25) years of service.

ARTICLE X

PROFESSIONAL LIABILITY INSURANCE & LEGAL DEFENSE

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

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

dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

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

#### ARTICLE XI

#### VACATIONS

Vacation benefits will be as follows:

Section 1. (a) Up to five (5) working days' vacation will be granted during the first calendar year of employment by the Town. One day of vacation will be allowed for each two full calendar months of service in such year up to the maximum of five (5) days.

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

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

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

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

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

Section 2. Whenever an employee sustains a work incurred injury, after the ninety (90) day exclusion period under the Town's Salary Continuation Program, at the employee's option, vacation time and/or accrued sick leave may be utilized, provided that the employee must utilize all his vacation time first when his remaining accrued sick leave reaches a level of thirty (30) days

Section 3. An employee can take one week's vacation consisting of five (5) days in two parts - one part for two (2) consecutive days and the second part for three (3) consecutive days. Such election of time off cannot be made until after all full week vacations are scheduled throughout the department and subject to the manpower needs of the Department and the approval of the Chief or his designee.

ARTICLE XII

RETIREE BENEFITS

Section 1. An employee on the payroll as of January 1, 1980 who retires thereafter shall be entitled to continue under the Town's Health Benefits Program (husband & wife coverage applicable at the time of retirement) provided he has reached age fifty-five (55) with at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse, her coverage will continue until she reaches age sixty-five (65).

Section 2. In the event an employee retires before reaching his fifty-fifth (55th) birthday, he shall receive single coverage with Rider J paid for by the Town until he reaches age fifty-five (55) and becomes covered under the provisions of Section 1 of this Article.

Section 3. For retirees such coverage shall include Rider J paid for by the Town.

ARTICLE XIII

SENIORITY

Section 1. Seniority shall be defined as an employee's accumulated length of continuous service with this Department

computed from the last date of hire. An employee's length of service shall not be reduced by:

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

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

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

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

Section 4. Lay-Off and Recall

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

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

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

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

5. In the event a recall is necessary on less than five (5) days notice, the Township may call upon the laid-off employee(s) either personally or by telephone, until an employee able to return to work is located. In such case, the employee able to return to work immediately will be given a temporary

assignment not to exceed fourteen (14) days, and employees passed over because of their inability to return to work immediately will be given notice to report to work at the end of said fourteen (14) day period.

ARTICLE XIV

PROMOTIONAL PROCEDURE

The parties will continue the promotional procedure agreement entered into on January 26, 1983 which is attached hereto and made part hereof.

ARTICLE XV

EVALUATION

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

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

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

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



ARTICLE XVI

PERSONNEL RECORDS

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

Section 2. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Business Administrator or his designee and attached to the file copy.

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

ARTICLE XVII

LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave of absence without pay may be granted by the Department Head with the approval of the Town Administrator for a period not exceeding three (3) months, which period may

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

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

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

Administrator.

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

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

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

ARTICLE XVIII

MILITARY LEAVE FOR ANNUAL FIELD TRAINING

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

ARTICLE XIX

CIVIL LEAVE

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

ARTICLE XX

BEREAVEMENT LEAVE

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

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

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

ARTICLE XXI

POLICE VEHICLES

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

ARTICLE XXII

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise provided in Schedule B with reference to dental coverage, all benefits including UCR and Rider J which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Town during the term of this Agreement.

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

ARTICLE XXIII

CLOTHING ALLOWANCE

Effective January 1, 1984, each employee will receive an allowance of one hundred and fifty (\$150) dollars per year for clothing maintenance. Effective January 1, 1985, this allowance will be increased by fifty (\$50) dollars to two hundred (\$200) dollars. Effective January 1, 1986, this allowance will be increased by fifty (\$50) dollars for a total of two hundred and fifty (\$250) dollars per year. After November 1st of each year this annual allowance shall be made as a bulk payment to all employees on the payroll as of November 1 of each year.

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a Court or tribunal of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portion thereof.

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

ARTICLE XXV

DURATION

This Agreement shall be effective on January 1, 1984 and shall terminate on December 31, 1986.

ATTEST:

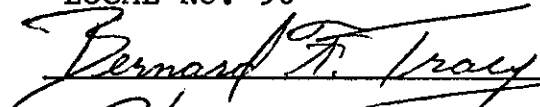
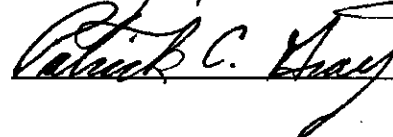
By:

  
Town Clerk

TOWN OF WESTFIELD

  
Mayor

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

SCHEDULE A

SALARY SCHEDULE

	<u>Effective</u> <u>1/1/84</u>	<u>Effective</u> <u>1/1/85</u>	<u>Effective</u> <u>1/1/86</u>
Captain of Police-----	\$32,471	\$34,884	\$37,476
Lieutenant-Detective of Police--	31,047	33,354	35,832
Lieutenant of Police-----	29,973	32,200	34,592
Sergeant-Detective of Police----	28,738	30,873	33,167
Sergeant of Police-----	27,475	29,516	31,709
Detective of Police-----	27,475	29,516	31,709
Detective of Police - Second Grade	25,917	27,843	29,912
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	24,977	26,834	28,828
Patrolmen of the Department of Police for the fourth year from the date of appointment-----	22,990	24,698	26,533
Patrolmen of the Department of Police for the third year from the date of appointment-----	21,003	22,564	24,241
Patrolmen for the Department of Police for the second year from the date of appointment-----	19,015	20,428	21,946
Probationary patrolmen for the probationary period of one year-----	17,028	18,293	19,652

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

Patrolmen of the Department of Police assigned to work as plainclothesmen in the Detective Bureau and the Narcotics Bureau by the Chief of the Department shall be paid \$450 per annum in addition to any other compensation to which they may be entitled.

The member of the Department of Police assigned to work as Traffic Officer by the Chief of the Department, shall be paid \$500 per annum in addition to any other compensation to which he may be entitled.



## OVERTIME SCHEDULE

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

### B. Positions

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

### C. Instances

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

### D. Departmental Emergency

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

### E. Compensatory Time Off

The present practice of paying three (3) days pay in compensation for all overtime will be continued as compensation for firearms training and qualifying and for overtime other than (C) and (F). The three (3) days pay will accrue to all members of the Department as presently provided.

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

### F. Court Time

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

Effective following the date of execution of this agreement:

Municipal Court - Minumum of two hours at straight time,  
but not less than-----\$20.00 per diem  
All other (including civil actions) - Flat four hours  
at straight time but no less than----\$40.00 per diem

G. Uniformed Superiors Time Off

Uniformed superiors will be entitled to two (2) days off each year which must be used as time off.

H. Once during each calendar quarter of the year, each employee who is out for one (1) day's sickness will not be required to secure a doctor's notice for a single illness of one (1) day's duration. In all other respects the existing rule requiring a doctor's note for a single day's absence for sickness will remain in effect.

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

J. The town will continue its present workweek of five days on and two days off.

SCHEDULE B

Effective January 1, 1986 there will be dental coverage for employees only under New Jersey Dental Service Plan, Inc. (Program 111-A) or mutually agreed upon equivalent coverage. Employees will contribute to the cost of this benefit when costs exceed 10% over the cost of the previous plan year. The following is an example of this dental cap computation.

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

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE TOWN OF WESTFIELD AND THE  
NEW JERSEY STATE P.B.A. LOCAL NO. 90  
ARTICLE XIV - PROMOTIONAL PROCEDURES FOR THE PATROL DIVISION

Section 1. - GENERAL QUALIFICATIONS OF POLICEMEN.

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

Section 2 - PROMOTION POLICIES AND PROCEDURES.

Promotional policies and procedures have been established for the Westfield Police Department and for the positions of Captain, Patrol Lieutenant and Patrol Sergeant.

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

In order for a police officer in the Westfield Police Department (WPD) to participate in the examination process for promotional positions, they must meet the following minimal requirements:

A. Sergeant

To qualify for the position of Patrol Sergeant, officers must be a First Grade patrolman in the WPD and have at least four years of active service in the Department at the time of the written test.

B. Lieutenant

To qualify for the position of Patrol Lieutenant (for field patrol), officers must be a Patrol Sergeant in the WPD for at least two years and have at least six years of active service in the Department.

C. Captain

To qualify for the position of Captain, officers must be a Patrol Platoon Patrol Lieutenant in the WPD for at least two years and have at least eight years experience of active service in the department.

Section 4. - PROMOTIONAL PROCEDURES.

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

A. Captain

The Chief will make the appointment without any formal test. Candidates simply must meet the above qualifications, and the Chief of Police will make an appointment from those on the list.

B. Lieutenant

The selection process for the position of Patrol Lieutenant will consist of a written test (50% weighting) and an oral board (50% weighting). Candidates with the top three numerical scores will be certified to the Chief of Police and he will make an appointment from this list. Tests will be given by the New Jersey Chiefs of Police Association.

C. Sergeant

The selection process for the position of Patrol Sergeant will consist of four steps:

(1) A written examination to be administered by the New Jersey Chiefs of Police Association (50% weighting);

(2) The candidates who finish in the top half in the foregoing written examination will be invited to an oral board again administered by the New Jersey Chiefs of Police Association, and the rating of this board will be weighted at 30%;

(3) Performance evaluation will be weighted at 15%, as follows:

(a) One half of the weighting (7.5%) will be based upon the evaluation forms previously prepared for each candidate during the two years proceeding his or her taking the examination, using the standard narrative form prepared by the

Patrol Sergeants, which will be submitted to a panel consisting of all Patrol Lieutenants and captains who will convert said forms into numerical scores based upon the forms now used for periodic evaluations in the detective bureau, with the weighting for each factor to be one point for below average, two points for above average and three points for outstanding;

(b) The remaining 50% weighting (7.5%) will be pursuant to an evaluation by the panel of all Patrol Lieutenants and captains of each candidate, which panel will again use the aforesaid forms now used for periodic evaluation in the detective bureau with the one-two-three point weighting;

(4) The remaining 5% will be based on longevity (seniority), with one point being given for each five years of service.

Candidates with the top three numerical scores will be certified to the chief of police and he will make an appointment from this list. If more than one appointment is to be made, the next highest score or scores will be certified so that appointments are made from the three highest rated candidates.

Section 5. - OTHER CONSIDERATIONS

In the promotional examination and selection process, the following steps will be taken:

All written tests will come from and be given by the New Jersey Chiefs Association. All written tests will be coded so that the paper being scored is not identified as belonging to a specific candidate. All tests results will be posted using the coding system. The candidates for each promotional position with the three highest scores will be announced. The evaluation panel will be comprised of six members of this Department: namely, the four Patrol Lieutenants and the two captains. In computing their results, the high and low marks will be eliminated and the average of the remaining four will be submitted.

All candidates will be interviewed by the same oral board. The oral board will also be comprised of members of the New Jersey Chiefs Association.

All candidates will be allowed to see their written test.

There will be no lateral movement from the Detective Division and Traffic Division to the Patrol Division, unless the party has satisfied the requirements to fill that position.



The eligibility lists for positions and numeric ranking created by the examination process will remain in effect for months after the test results are certified.

DATED: ~~XXXXXX~~, 1983.  
January 26, 1983

TOWN OF WESTFIELD

Attest: *[Signature]*  
Town Clerk

BY: *[Signature]*  
~~Mayor~~, Mayor  
Ronald J. Frigerio  
NEW JERSEY STATE P.B.A.  
LOCAL NO. 90

BY: *[Signature]*  
President

BY: *[Signature]*  
State Delegate

MEMORANDUM OF AGREEMENT

Between

TOWN OF WESTFIELD

And

P.B.A. Local #90

During the negotiations culminating in the collective bargaining agreement to be effective from January 1, 1984 through December 31, 1986, the parties in addition thereto agree to a change in deployment as follows:

Commencing in the second year of the contract, 1985, there will be a trial period during 1985 and 1986 to establish a work schedule of 4 - 10 hour days with 3 days off for only those uniformed officers and superiors who will be on rotating shifts. With regard to time off and all other benefits which are calculated on a daily basis, such as vacations, holidays and sick days\*, the 8 hour day will be retained, with the exception that a personal day actually taken off be at 10 hours, but if not taken off it will be paid for at 8 hours. Vacation time off may commence after regular days off subject to the Department's right to schedule for adequate shift coverage. The provisions of Article XI, Section 3, are to be implemented as follows: An employee covered under this side agreement can take one week's vacation consisting of four (4) ten (10) hour days in two parts of two (2) consecutive days each.

It is understood that this change in work schedule is on a trial basis for the duration of the contract and may be terminated sooner by mutual agreement.

\*This recitation of time off benefits is designed to be illustrative only and not all inclusive.

ATTEST:

By: *Jay C. Veeland*  
Town Clerk

TOWN OF WESTFIELD

*[Signature]*  
Mayor

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

*Bernard T. Tracy*  
*Patrick C. Tracy*