

AGREEMENT
Between
THE TOWN OF WESTFIELD
and
THE NEWJERSEY STATE P.B.A LOCAL NO. 90

Effective: January 1, 1999 through December 31, 2001

APRUZZESE, McDERMOTT, MASTRO & MURPHY

A Professional Corporation

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This Agreement made as of the 1st day of January 1999, by and between the TOWN OF

WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town"
and the NEW JERSEY STATE P.B.A Local No.90, hereinafter referred to as the "P .B.A"

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

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

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

ARTICLE 2

PAYROLL DEDUCTION OF P.B.A. DUES

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

The dues so deducted will be transmitted to the P.B.A Treasurer. The P.B.A shall certify 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 T own at the request of
the P.B.A under this Article.

ARTICLE 3

AGENCY SHOP

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

Section 3. The Town agrees to maintain the existing practice of time off for the State Delegate to attend State, County and Tri County meetings, subject to the prior approval of the Chief or his designee.

ARTICLE 7

HOURS OF WORK AND OVERTIME

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

Section 2. The Chief or his designee shall continue to have the right to change tours in accordance with present practices, which includes 48 hours notice except in cases of emergency. Uniformed officers working the 4/4 eleven hour shift relinquish the four (4) must take days off per year. Employees covered hereunder who do not work the 4/4 schedule shall receive the following benefits in lieu of that work schedule.

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

holidays of with pay;

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

Section 3. With regard to time off for holidays, sick days and other individual days, sometimes referred to as personal days, which are actually taken off the amount of time allowed will be at the number of hours normally worked as a shift -which is either 8 hours, 10 hours or 11 hours. If such days are not taken off but are paid, they will be paid at eight (8) hours. Time off for vacation is covered in the vacation article of this agreement.

Section 4. Overtime

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

B. Positions

(1) Uniformed Patrolmen.

(2) Uniformed platoon Sergeants and Lieutenants.

C. Instances

(1) Call back to duty -minimum three (3) hours.

(2) An assigned task carrying beyond the shift as authorized by the ranking officer on duty.

(3) Special training.

D. Departmental Emergency

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

E. Compensatory Time Off

The present practice of paying three (3) days pay in compensation for all overtime will be continued as compensation for firearms training and qualifying and for overtime other than (C) and (F). The three (3) days pay will accrue to all members of the Department as presently provided. For each day of firearms qualification required beyond two (2) days per year, the number of these days will be increased by one (1) day for each day over two (2) of qualification.

Approved overtime in the Detective Bureau can be carried over to the following year and utilized at the Chief's discretion. Compensatory time may be accumulated to a maximum of 110 hours for employees working in the Detective Bureau and to a maximum of 55 hours for all other employees covered hereunder.

F. Court Time

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

Municipal Court- Minimum of two hours at time and a half

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

G. Time Off:

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

H. Watch Commander -When two Sergeants and one Lieutenant are scheduled to work on a tour and one Sergeant fills in for the Lieutenant as the Watch Commander for a period of fourteen (14) consecutive

work days, the Sergeant shall be paid at the base pay rate of the Lieutenant for all days worked in that capacity thereafter.

ARTICLE 8

GRIEVANCE PROCEDURE

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

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

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

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

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

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

The grievance may be submitted to the New Jersey State Board of Mediation or the Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and the decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the P.B.A shall have the right to submit a grievance to arbitration, and the costs of the arbitration shall be shared equally by the Town and the PBA.

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

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

ARTICLE 9

SALARIES

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

ARTICLE 10

HOLIDAYS

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

Section 2: Effective in calendar year 2000, employees may convert up to a maximum of three (3) holidays per year to compensatory time off provided they notify the Chief or his designee by the end of the preceding calendar year of the intention of the employee to take the holidays in time off, The compensatory time off provided under this section shall equate to the hours regularly scheduled for a shift, but this shall not change the calculation for paid holidays, which shall remain at 8 hours pay per day.

ARTICLE 11

SICK LEAVE

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

Section 2. Unused sick leave days shall be accumulated from year to year, for a maximum of, ninety (90) days (720 hours). When an employee has accumulated ninety (90) sick leave days, he will be given fifteen (15) additional days for use in a given year. For purposes of use as needed while on active duty, the parties agree to maintain the sick leave supplement of up to an additional 15 days. This sick leave supplement is created by unused sick leave from the 15 days per year, but sick supplement shall not be available for payout on retirement.

Section 3. Based upon his/her regular work schedule, each employee may use up to one (1) week of sick days as paid time off upon the birth or adoption of a child. This leave shall begin no later than one (1) week after the birth or adoption.

Section 4. Each employee may also use up to fifty (50%) percent of annual sick leave entitlement for the care of a sick member of the immediate family living in the household of the employee. This (50%) allowance may be extended at the discretion of the Chief. Requests for such extended usage shall be in writing and shall set forth the good cause basis of the request and approval of such request shall not be unreasonably withheld.

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

ARTICLE 12

LONGEVITY

Section 1. All employees hired prior to January 1, 1996 shall be entitled to the longevity payment program as follows:

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

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

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

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

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

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

ARTICLE 13

PROFESSIONAL LIABILITY INSURANCE & LEGAL DEFENSE

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

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

Section 3. 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 14

VACATIONS

Vacation benefits will be as follows:

(a) Up to forty (40) hours 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 forty (40) hours.

(b) Eighty (80) hours of vacation shall be allowed annually with completion of one (1) anniversary year of continuous service.

(c) One hundred twenty (120) hours vacation shall be allowed annually with completion of four (4)

anniversary years of continuous service.

(d) One hundred sixty (160) hours vacation shall be allowed annually with the completion of four (4) anniversary years of continuous service.

(e) Two hundred (200) hours vacation shall be allowed annually with the completion of fifteen (15) anniversary years of continuous service.

(f) Two hundred twenty-four (224) hours vacation shall be allowed annually with the completion of twenty-one (21) anniversary years of continuous service.

Effective in calendar year 1999 employees working the 4/4 eleven hour shift shall have one-half of the difference between their current vacation entitlement and their current work shift added to their current vacation entitlement; and effective 1/1/2000 the remaining difference shall be added.

By way of example, an employee currently receiving forty (40) hours of vacation actually has a work schedule of four (4) days at 11 hours that produces a regular shift of 44 hours. The difference between current entitlement and actual shift hours is 4 hours and one half (or two (2) hours) will be added in 1999 and the remaining half (or two (2) hours) will be added in 2000.

Section 2. An employee can take one week's vacation in one-day increments. Such election of time off cannot be made until after all full week vacations are scheduled throughout the Department, and the election is subject to the manpower needs of the Department and the approval of the Chief or his designee. Employees may carryover one (1) week of vacation into the following calendar year but it must be used within the first quarter of that next calendar year or it will be forfeited.

ARTICLE 15

RETIREE BENEFITS

Section 1. An employee who retires shall be entitled to continue under the Town's Health Benefits Program (employee and eligible dependent coverage applicable at the time of retirement) provided the employee has

at least twenty-five (25) years of creditable service in the Police and Firemen's Retirement system. This coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This benefit shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse or eligible dependents, coverage will continue until the spouse reaches age sixty-five (65) and/or the dependents are no longer eligible for coverage. Wherever age 65 is used in this Article it shall be deemed to be modified to provide – “or until a revised retirement age is established under Federal Social Security laws.”

Section 2. The health benefits to retired employees as provided for in this Article are limited to the term of this Agreement and become a subject of bargaining thereafter, except that retirees' coverage will be the same as provided for the employees covered under this Agreement.

Section 3. Sick Leave Payout on Retirement - Sworn officers of the Department, below the rank of Deputy Chief, will be paid one (1) day's pay for each three (3) days of accrued sick leave of record calculated at the rate of eight (8) hours pay per day upon honorable discharge. The maximum sick leave accrual permitted will be ninety (90) days.

Section 4 Terminal Leave -The existing terminal leave benefit (herein regular terminal leave) that provides one (1) month of terminal leave after twenty (20) years of creditable service in the New Jersey Police and Fire Retirement System (NJPFERS), and two (2) months of terminal leave after , twenty-five (25) years of creditable service in NJPFERS shall be maintained.

In lieu of this terminal leave benefit effective upon the signing of this Agreement employees who complete twenty-five (25) years of creditable service in NJPFERS shall be entitled to receive five (5) months of terminal leave administered in accordance with present practice which provides that each, month shall consist of twenty (20) days of eight (8) hours pay at the current rate of pay. This terminal leave shall be exclusive of any entitlement to accrued sick, comp or vacation time.

ARTICLE 16

SENIORITY

Section 1. Seniority shall be defined as an employee's accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

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

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

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

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

Section 4. Lay-Off and Recall

1. Seniority shall prevail in cases of lay-off, recall and demotion in rank due to a need for reduction in force. Demotion in rank and/or lay-offs shall be in the inverse order of appointment to the rank held and reinstatement shall be in the reverse order of employee's demotion and/or lay-off.
2. A demoted employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which employee was demoted in rank, shall be required to take the recall. Failure to take such

offered position shall result in loss of all accrued rights to reinstatement at the higher rank.

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

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

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

ARTICLE 17

PROMOTIONAL PROCEDURES

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. - RANK DEFINITION LATERAL MOVEMENT:

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

Department shall be designated as;

CAPTAIN OF POLICE

LIEUTENANT OF POLICE

SERGEANT OF POLICE

- A. Ranking officers of the Westfield Police Department may be laterally assigned within i the police department to Patrol, Specialized Bureau's or Divisions, at the discretion of the Chief of Police.
- B. Personnel may be laterally re-assigned, at any time, within the Westfield Police Department at the discretion of the Chief of Police.

Section 3. MIINIMUM REQUIREMENTS TO COMPETE FOR PROMOTIONAL POSITIONS

A police officer of the Westfield Police Department must meet the following minimal requirements to participate in the examination process for promotion to the following positions:

A. SERGEANT OF POLICE:

To qualify for the position of Sergeant of Police, officers must have at least four years of active service with the Westfield Police Department on the date of the written examination.

B. LIEUTENANT OF POLICE:

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

C. CAPTAIN OF POLICE:

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

Section 4. PROMOTIONAL PROCEDURES.

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

A CAPTAIN OF POLICE:

The Chief of Police shall make a recommendation of appointment without any formal testing procedure. Candidates simply must meet the above qualification and the Chief of Police will make a recommendation for appointment from the qualified officers.

B LIEUTENANT OF POLICE:

For all promotions to the rank of Lieutenant of Police, a notice shall be posted requesting qualified personnel to submit a notice of intent to participate in the examination process for the position posted, within a specified date.

If three or less candidates file a notice of intent to participate, the Chief of Police may make the recommendation for appointment, without formal testing from the qualified officers.

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

1. Written examination 45% weighing
2. Supervisory panel review 25% weighing
3. Oral examination 25% weighing
4. Longevity 5% weighing

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

2 years 1 point	8 years 2.5 points	14 years 4.00 points
3 years 1.25 points	9 years 2.75 points	15 years 4.25 points
4 years 1.50 points	10 years 3.00 points	16 years 4.50 points
5 years 1.75 points	11 years 3.25 points	17 years 4.75 points
6 years 2.00 points	12 years 3.50 points	18 years 5.00 points
7 years 2.25 points	13 years 3.75 points	19 years 5.25 points

Candidates with the top three numerical scores will be certified to the Chief of Police. The Chief of Police shall make a recommendation of appointment of any one of the top three candidates. If more than one appointment is to be made, the next highest score or scores shall be credited and recommendation for appointment shall be made from anyone of the three highest rated candidates.

C. SERGEANT OF POLICE

For all promotions to the rank of Sergeant of Police, a notice shall be posted requesting qualified personnel to submit a notice of intent to participate in the examination process for the position posted, within a specified date.

If three or less candidates file a notice of intent to participate, the Chief of Police may make the recommendation for appointment without formal testing from the qualified officers.

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

1. Written examination 45% weighing
candidates who finish in the top half of the foregoing written examination will go on to Step 2 which will be the Supervisory Panel Review
2. Supervisory panel review 25% weighing
Evaluation will be based on job knowledge and job performance. The top 50% of these , candidates will then go on to Step 3 (Oral Examination).
3. Oral Examination 25% weighing
4. Longevity will be added in following completion of Oral Examination and based on completed years of service from date of hire to date of the written test.

The following table will be used to compute longevity. Longevity shall be based on the following scale of completed years of service with the Westfield Police Department. Maximum of 5 points.

5 years 1.00 point s	11 years 2.5 points	17 years 4.00 points :
6 years 1.25 points	12 years 2.75 points	18 years 4.25 points
7 years 1.50 points	13 years 3.00 points	19 years 4.50 points
8 years 1.75 points	14 years 3.25 points	20 years 4.75 points :
9 years 2.00 points	15 years 3.50 points	22 years 5.00 points .
10 years 2.25 points	16 years 3.75 points	

Candidates with the top three numerical scores will be certified to the Chief of Police. The Chief of Police shall make a recommendation of appointment of anyone of the top three candidates. If more than one appointment is to be made, the next highest score or scores be certified and a recommendation of appointment will be made from any one of the three highest rated candidates.

Section 5. -OTHER CONSIDERATIONS IN THE PROMOTIONAL EXAMINATION AND SELECTION PROCESS

A WRITTEN EXAMINATION:

1. Notice of a written examination date shall be posted at least six (6) weeks prior to the date of the written examination. Notice shall also indicate the general type of written examination that be administered.

2. All written tests shall be coded so that the paper being scored is not identified as belonging to a specific candidate.

3. Candidates may request to see their written examination.

B. ORAL EXAMINATION:

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

C. SUPERVISORY PANEL:

1. The supervisory evaluation panel will be comprised of Captains and Lieutenants of the Westfield Police Department.

2. The number of supervisory officers on the panel shall be set by the Chief of Police.

3. All candidates shall be reviewed by the same supervisory panel.

D. POSTING OF EXAMINATION RESULTS:

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

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

E. DURATION PERIOD OF EXAMINATION:

The eligibility lists for positions and numeric rankings created by the examination process will remain in effect for (36) months after the date of the posting of the final examination results.

ARTICLE 18

EVALUATION

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

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

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

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

ARTICLE 19

PERSONNEL RECORDS

Section 1. No evaluation report shall be submitted to the Town Administrator's office, placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. No

employee shall be required to sign a blank or incomplete evaluation form.

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

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

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

Section 4. Leave of absence will not be granted to employees as a matter of convenience or

temporary advantage. Any employee requesting a leave of absence without pay shall submit such request in writing to the Town Administrator through the Department Head, stating the reasons he or she desires such leave of absence, when he or she desires it to begin and the probable date of return to duty. Leaves of absence without pay shall become effective only after approval by the Town.

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

ARTICLE 21

MILITARY LEAVE FOR ANNUAL FIELD TRAINING

Section 1. 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 22

CIVIL LEAVE

Section 1. An employee who is subpoenaed as a witness in a civil or criminal case not involved in his capacity as a town employee 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 23

BEREAVEMENT LEAVE

Section 1. Bereavement leave with pay will be granted at the time of death of a member of an employee's immediate family as defined herein up to a maximum of four (4) days between the death and the burial. Employees of the Jewish faith will be given similar leave up to a maximum of four (4) days off. If less than four (4) work days are used and another day is needed it may be granted upon request at the discretion of the Chief: which approval shall not be unreasonably withheld.

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

Section 3. The Town agrees to permit employees one day of bereavement leave on the day of the funeral of a grandparent, current brother-in-law or current sister-in-law.

ARTICLE 24

POLICE VEHICLES

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

ARTICLE 25

RETENTION OF EXISTING BENEFITS

Section 1. Except as modified by this agreement, all Municipal Ordinances pertaining to the Department of Police presently in effect are incorporated herein by this reference.

ARTICLE 26

CLOTHING ALLOWANCE

Section 1. Each employee will receive an allowance of four hundred and twenty-five (\$425) dollars per year for clothing maintenance. After November 1st of each year this annual allowance shall be made as a bulk payment to all employees on the payroll as of November 1 of each year.

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

- a) Effective in 1999- \$150.00
- b) Effective in 2000- \$150.00

for a total of \$300.00 for calendar years 2000 and 2001.

ARTICLE 27

EDUCATION ALLOWANCE

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

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

Section 2. To be eligible for the tuition reimbursement program the courses must be in pursuit of a police science or related degree and must be recommended by the Chief and approved by the Town Administrator. Tuition reimbursement is subject to budget limitations and requests for such reimbursement must be approved prior to final approval of the budget. If budget restrictions prevent full reimbursement under the formula set forth herein, the amount of reimbursement will be prorated among the employees who have received course approval.

ARTICLE 28

INJURY ON DUTY

Whenever an employee sustains a work-incurred injury, a leave of absence with pay and full fringe benefits will be granted for up to one year. Workers Compensation benefits payable during such leave of absence will be paid to the Town. At the conclusion of one full year of leave of absence with pay resulting from a work-incurred injury, the employee will be covered under the Town's Salary Continuance Program with no further extension of these benefits, nor will the use of accrued sick or vacation benefit days be permitted.

ARTICLE 29

JUST CAUSE FOR DISCIPLINE/DISCHARGE

Section 1. Excluding probationary employees, no permanent employee shall be disciplined, discharged, reprimanded, reduced in rank or compensation without just cause.

Section 2. Disciplinary grievances including discharge, shall be arbitrable to the extent permitted by law.

ARTICLE 30

EQUIPMENT

Each employee shall be provided, at the employers expense, with the following specified items which have been agreed to as necessary for the employee to discharge his/her duties and responsibilities: flashlight, batteries and bulbs for same, pens, whistles, note pads, rain caps, rain coats.

ARTICLE 31

INSURANCE

Section 1. The Town will continue to provide health insurance for full time employees and eligible members of their family consisting of hospital, medical, surgical and major medical insurance ; presently in effect. The Town reserves its right to change carriers upon ninety (90) days advance , notice to the PBA, and if it does change it's carrier, the coverage levels shall be not less than those levels presently in effect and the network of providers shall be substantially equivalent. The deductibles shall be maintained at \$200.00 per annum for the individual and \$300.00 per annum for the family.

Section 2. Dental coverage for employees and their spouses will be continued under Delta Dental Plan of New Jersey, (Group No.3317-02) or mutually agreed upon equivalent coverage. A full family dental program including orthodontia on a 50/50 basis to a maximum of \$1,000 will be included in the provision of this Article.

ARTICLE 33

DURATION

This Agreement shall be effective on January 1, 1999 and shall terminate on December 31, 2001.

TOWN OF WESTFIELD

ATTEST:

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

SCHEDULE A

SALARY SCHEDULE

	Effective 1/1/99 -	Effective 1/1/00 -	Effective 1/1/01
: Captain of Police	\$74,240	\$76,764	\$79,681
: Lieutenant-Detective of Police	\$71,023	\$73,438	\$76,228
: Lieutenant of Police	\$68,599	\$70,931	\$73,626
; Sergeant-Detective of Police	\$65,803	\$68,040	\$70,625
Sergeant of Police	\$62,947	\$65,088	\$67,561
I Detective of Police	\$62,947	\$65,088	\$67,561
: Detective of Police-Second Grade	\$58,585	\$60,577	\$62,879
Police Officer for the seventh year and all subsequent years from date of appointment	\$56,462	\$58,382	\$60,600
Police Officer for the sixth year and all subsequent years from ; date of appointment	\$51,831	\$53,593	\$55,630
Police Officer for the fifth year from the date of appointment	\$47,357	\$48,967	\$50,827

Police Officer for the fourth year from the date of appointment	\$42,872	\$44,329	\$46,014
Police Officer for the third year from the date of appointment	\$38,390	\$39,695	\$41,204
Police Officer from the start of second year from date of appointment	\$32,745	\$33,858	\$35,145
Police Officer for the first year from date of employment	\$25,175	\$26,031	\$27,020

SIDE LETTER OF AGREEMENT RE: ARTICLE I5 -RETIREEES BENEFITS

The parties entered into an Agreement in good faith that provided for an increase terminal leave from two months after twenty-five years of credible service in NJPFRS five months after twenty-five years of credible service in NJPFRS on condition that employees must exercise their option within sixty days following completion of their 25th year of service in NJPFRS, and if an eligible employee fails to exercise the option within that time, the prior benefit of two months will be applicable. This benefit improvement has no impact on the pension entitlement for any employee but the Division of Pensions as issued a letter opinion that as structured the agreement encourages employees to tire sooner than they might otherwise have planned to retire by reason of which the actuarial assumptions made by the Division of Pensions may be adversely affected. Accordingly, the agreement as structured is not acceptable to the Division of Pensions.

The parties have reviewed this matter and have agreed that the original proposal which required an employee to retire within sixty days following completion of the 25th year of service in NJPFRS will be removed from the agreement. The parties further agreed that the enhanced terminal leave benefit of five months shall be available as a term and condition of employment under the labor contract from the date the contract is signed through October 31,2001. As of November 1,2001 the five month terminal leave benefit shall revert to the two month terminal leave benefit subject to the right of the parties to renegotiate concerning this issue.