

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

Union

Effective: January 1, 1977 through June 30, 1978

APRUZZESE & McDERMOTT
A Professional Corporation
500 Morris Avenue
Springfield, New Jersey 07081

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

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This Agreement made as of the 8th day of MARCH, 1977,
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, 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
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 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 Employer at the request of the P.B.A. under this Article.

ARTICLE III

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 IV

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 of any kind.

ARTICLE V

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.

Section 3. The P.B.A. shall have the right to exercise its lawful and constitutional prerogatives except as specifically restricted by this Agreement.

ARTICLE VI

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 three (3) 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 ten (10) 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 five (5) 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 five (5) 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.

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 three (3) 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 VII

ARBITRATION

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.

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 five (5) 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 under the existing schedule will be made from the anniversary date of employment.

ARTICLE X

PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE XI

VACATIONS

Vacation benefits will be as follows:

1. 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.
2. Up to ten (10) working days' vacation will be granted during each year from the second through the sixth calendar

year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days' vacation will be granted, plus one (1) additional day of vacation for each full two calendar months of service in the previous year of service, up to a maximum of five (5) additional days and a total of ten (10) days.

3. Fifteen (15) working days' vacation shall be allowed with completion of six years of continuous service before July 1.

4. Twenty (20) working days' vacation shall be allowed with the completion of twelve years of continuous service before July 1.

5. For the year 1977, twenty-two (22) working days' vacation shall be allowed with completion of twenty-two years of continuous service before July 1.

6. For the year 1978 and thereafter, twenty-five (25) working days' vacation shall be allowed with completion of twenty-two years of continuous service before July 1.

ARTICLE XII

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Town during the term of this Agreement, and with regard to

Death Leave Benefits, father-in-law and mother-in-law will be added to the list of relatives for whom death leave benefits are granted under the provisions of the Town Code.

period

In the event that during the ~~calendar year~~ period in which this Agreement is in effect, any employees of the Town as part of their employee benefits are entitled to or do receive medical/surgical health plan benefits greater than those then being received by members of the P.B.A., then members of the P.B.A. shall automatically be included in and entitled to receive the increased benefit coverage effective on the earliest date any other employees are entitled to receive same.

Section 2. All Municipal Ordinances pertaining to the Department of Police presently in effect are incorporated herein by this reference.

ARTICLE XIII

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

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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 XIV

DURATION

This Agreement shall become effective on January 1, 1977 and shall terminate on June 30, 1978.

TOWN OF WESTFIELD

Attest:

By: *[Signature]*
Town Clerk

[Signature]
Mayor

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

[Signature]

[Signature]

LAW OFFICES
ZESE & McDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
60 MORRIS AVENUE
RINGFIELD, N.J. 07081

SCHEDULE A

SALARY SCHEDULE

The annual salaries of the Police Department shall be as follows:

	<u>Effective</u> <u>January 1, 1977</u>
Captain of Police-----	\$20,275.00
Lieutenant-Detective of Police-----	19,275.00
Lieutenants of Police-----	18,525.00
Sergeant-Detective of Police-----	17,650.00
Sergeants of Police-----	16,775.00
Detective of Police-----	16,775.00
Detective of Police, Second Grade-----	15,675.00
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	15,025.00
Patrolmen of the Department of Police for the fourth year from date of appointment-----	14,325.00
Patrolmen of the Department of Police for the third year from date of appointment-----	13,625.00
Patrolmen of the Department of Police for the second year from date of appointment-----	12,925.00
Patrolmen of the Department of Police for the probationary period of one year-----	10,825.00

SCHEDULE A (CONTINUED)

The annual salaries of the Police Department shall be as follows:

	<u>Effective July 1, 1977</u>
Captain of Police-----	\$20,575.00
Lieutenant-Detective of Police-----	19,575.00
Lieutenants of Police-----	18,825.00
Sergeant-Detective of Police-----	17,950.00
Sergeants of Police-----	17,075.00
Detective of Police-----	17,075.00
Detective of Police, Second Grade-----	15,975.00
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	15,325.00
Patrolmen of the Department of Police for the fourth year from date of appointment-----	14,625.00
Patrolmen of the Department of Police for the third year from date of appointment-----	13,925.00
Patrolmen of the Department of Police for the second year from date of appointment-----	13,225.00
Patrolmen of the Department of Police for the probationary period of one year-----	11,125.00

SCHEDULE A (CONTINUED)

The annual salaries of the Police Department shall be as follows:

	<u>Effective</u> <u>January 1, 1978</u>
Captain of Police-----	\$21,075.00
Lieutenant-Detective of Police-----	20,075.00
Lieutenants of Police-----	19,325.00
Sergeant-Detective of Police-----	18,450.00
Sergeants of Police-----	17,575.00
Detective of Police-----	17,575.00
Detective of Police, Second Grade-----	16,475.00
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	15,825.00
Patrolmen of the Department of Police for the fourth year from date of appointment-----	15,125.00
Patrolmen of the Department of Police for the third year from date of appointment-----	14,425.00
Patrolmen of the Department of Police for the second year from date of appointment-----	13,725.00
Patrolmen of the Department of Police for the probationary period of one year-----	11,625.00

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 \$450.00 per annum in addition to any other compensation to which they may be entitled.

SCHEDULE A (CONTINUED)

The member of the Department of Police assigned to work as Traffic Officer by the Chief of the Department, shall be paid \$500.00 per annum in addition to any other compensation to which he may be entitled.

OVERTIME SCHEDULE

A. Rate - Time and one-half.

B. Positions

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

C. Instances

- (1) Call back to duty - minimum three 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. Three Days Pay Parctice

The present practice of paying three 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 days pay will accrue to all members of the Department as presently provided.

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	- \$15.00 per diem
All other	- \$20.00 per diem