

BOROUGH OF WESTVILLE



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF WESTVILLE

AND

**WESTVILLE POLICE
DEPARTMENT**

(PBA LOCAL 122)

JANUARY 1, 2012 – DECEMBER 31, 2015

PREAMBLE

This Agreement, entered into as of May 1, 2012 and retroactive to January 1, 2012, by and between the Borough of Westville, Gloucester County, New Jersey, hereinafter referred to as the "Employer", and New Jersey State Policemen's Benevolent Association, Local #122, hereinafter referred to as the "PBA" or "Association".

RECOGNITION

SECTION 1

The Employer hereby recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all permanent Police Officers and Sergeants, of the Borough of Westville.

SECTION 2

Unless otherwise indicated, the term (police officer) "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit excluding the Chief of Police and Captain.

The term anniversary date as used in this contract is the date of appointment to a full time position with the Borough of Westville Police Department, less any time served under suspension or approved leaves of absences.

SECTION 3

1. POLICE OFFICER'S RIGHTS

Pursuant to N.J.S.A. 34:13-A-1, et. seq., the Employer hereby agrees that every full time police officer shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any full time police officer in the employment of any rights conferred by N.J.S.A. 34:13-A-1, et. seq., or other laws of New Jersey or the Constitution of New Jersey and the United States. A police officer shall have the right to inspect his or her personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The employer agrees to notify in writing the individual police officer if any material derogatory or favorable to the police officer is placed in his or her personnel jacket.

The employee may, upon reasonable request, and at his or her expense, obtain copies of any material contained in his or her personnel file.

2. SERVICE AND OPERATION

Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. It is further agreed and understood by the parties hereto that Department members shall provide all police and related services necessary and required by the Borough of Westville in consideration of the terms of this agreement.

3. SALARIES

Patrolman	2012	2013	2014	2015
R	\$49,646	\$49,646	\$49,646	\$49,646
I	\$53,773	\$53,773	\$53,773	\$53,773
II	\$58,589	\$58,589	\$58,589	\$58,589
III	\$63,405	\$63,405	\$63,405	\$63,405
IV	\$69,783	\$69,783	\$69,783	\$69,783
V	\$70,896	\$72,396	\$73,896	\$75,396
VI	\$71,225	\$72,725	\$74,225	\$75,725
Sergeant	2012	2013	2014	2015
S	\$74,520	\$76,020	\$77,520	\$79,020
SS	\$75,634	\$77,134	\$78,634	\$80,134
SS	\$75,961	\$77,461	\$78,961	\$80,461

Step increases frozen for 2012 only. Step increases begin again in 2013 on the officer's anniversary date and continue on the anniversary date for the balance of the contract. Compensation for College Credits and Shift Differential included in past contracts are now part of the above salary structure.

4. VACATION

Officers shall be entitled to vacations based upon the length of time employed with the Borough of Westville as hereinafter provided. Vacation time shall accrue based upon the below schedule. All vacation shall be taken in the year earned, and shall not be accumulated or carried over into the succeeding year

YEARS OF SERVICE	NUMBER OF VACATION DAYS EARNED
0-1 Years of Service	5 Working Days
1-3 Years of Service	10 Working Days
3-5 Years of Service	11 Working Days
5-7 Years of Service	13 Working Days
7-9 Years of Service	14 Working Days
9-11 Years of Service	15 Working Days
11-13 Years of Service	17 Working Days
14 Years of Service	18 Working Days
15 Years of Service	20 Working Days

5. HOLIDAYS

For the purposes of this contract, the Borough of Westville recognizes the below listed eight (8) holidays. Any officer who is scheduled to work, and does work, on one of the below listed holidays, he or she will be compensated at the rate of time and one-half of his or her regular rate of pay.

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Christmas Day

In addition to the holidays listed above, an officer shall be permitted **three (3)** paid personal holidays. A personal day is defined as a working day granted to each officer for his or her personal use and is to be given upon approval of the Chief of Police, which approval shall not be unreasonably withheld. Personal Days shall be earned and pro-rated over the entire calendar year. Personal days shall be used in the year earned and shall not be carried over to the next year in any instance.

6. COMPENSATION FOR COURT TIME

It is hereby agreed that the Borough of Westville shall compensate all officers for their time required appearing in Court when not on Duty. Payment shall be equal to time and one-half of his or her regular rate of pay. It is agreed that such payment shall be a minimum of two (2) hours.

7. OVERTIME

- A. Each employee required to work beyond the normal shift shall be entitled to monetary compensation at the rate of time and one-half or to accumulate compensatory time of one and one half hour for each hour worked.
- B. Each employee may accumulate up to three hundred and forty (340) hours of compensatory time. Whether the time worked is to be used as compensatory time or as paid time shall be declared at the end of the shift being worked. If not declared, the employee shall be paid for the time.
- C. Borough agrees to allow 340 hours to be banked with a maximum paid reimbursable cap (that is the amount to be reimbursed in cash upon separation from service) to remain at 240 hours. Each employee required to work a shift which has been changed with less than forty-eight (48) hours notice to the officer shall be entitled to time and one-half compensation for the time worked beyond the scheduled shift or to accumulate compensatory time as set forth in paragraph A above.
- E. An employee who has accrued compensatory time off and who requests the use of such time off will be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not, in the opinion of the Chief of Police or his designee, disrupt the operations of the Police Department.
- F. The rate of compensation for overtime shall be determined by dividing the officer's annual salary by 2080 to provide an hourly rate. One and one-half times this hourly rate will be the overtime compensation rate.
- G. It is understood and agreed that the working day and normal shift shall be set by the Chief of Police. It is understood and agreed that if the Chief of Police sets the normal working shift as 12 hours per day that there will be no compensation for an additional 4 hours per pay period that may be worked as a result of this 12 hour shift.
- H. Each Officer that worked an entire year of 12 hours shifts in 2011 shall have 104 hours of compensatory time added to their record. This is a onetime compensation for Kelley Time earned in 2011. There will be no compensation for this one time addition of 104 Hours upon separation of service. There will be no consideration for future Kelley time in this contract.
- I. An officer's shift may be rescheduled, provided it is on at least forty-eight (48) hours notice, for non-mandatory training purposes and the officer shall be compensated with compensatory time of equal value to the amount of hours in training. Any mandatory training shall be treated as actual work time and compensation pursuant to the terms of this contract. This provision of the contract shall not apply to any schooling provided before graduation from the Police Academy or accreditation by the Police Training Commission.
- J. The most senior officer on a given shift shall receive the Sergeant's rate of pay at the starting Sergeant rate if that officer works as a Supervisor between the hours of 3pm and 3am in the absence of the Sergeant, Captain, or Chief regardless of the number of years of service as a patrolman. An officer working alone on a shift is not entitled to Supervisor's pay, i.e. cannot supervise himself. If part shift is unsupervised, then only the number of hours that that officer worked as a Supervisor on that shift shall be compensable.

8. DEATH IN FAMILY

Each officer will be permitted time off in the event of a death in his family as follows:

- A. Three (3) working days may be granted if there is a death in the officer's immediate family which is understood to include wife, husband, child, sister, brother, mother, father, mother-in-law, and father-in-law.
- B. One (1) working day for all other members of the officer's family including grandparents, uncles, aunts and first cousins.
- C. Mayor and Council may give consideration for an officer under the Contract who, because of special circumstance or relationship, is in need of days beyond those granted in this section.

9. SICK LEAVE

Sick leave shall be defined as the inability of an employee to perform his normal assigned duties because of illness or injury. This inability to perform shall also include the inability to be recalled if an officer is absent because of illness or injury for more than two working days. In all cases where there has been a sick leave absence for two days or more, a note, signed by a licensed physician, will be required before return to work. The note must specifically state the extent of the illness or injury and that the employee is completely free of the disability. Due to the inability to recall an employee while ill or injured, a sick day shall be charged for every working day (after two days) until a note is provided clearing the employee to return to work

- A. After six (6) months of service, sick leave of forty (40) hours will be accrued by the officer.
- B. After one (1) year of service, and every year thereafter, sick leave of eighty (80) hours will be accrued by the officer.
- C. After two (2) years of service, and every year thereafter, sick leave of one hundred and sixty (160) hours will be accrued by the officer.
- D. Sick leave granted under the aforementioned articles shall be cumulative and may be used as additional sick leave.
- E. There shall be no payment for any accumulated sick leave upon separation of employment and no use of sick leave other than under this paragraph of the agreement.
- F. If any employee shall be charged with abuse of any section of this provision, a three member panel comprised of the Mayor, Council Committee Chairperson of the employee's department and the Borough Administrator or their alternates, shall give notice to the accused, hold a hearing and render a decision. Said decision may be appealed to Borough Council only, whose decision shall be final and binding.

10. HEALTH BENEFITS

It is hereby agreed and understood by and between the parties that the Borough shall provide to all eligible employees an AmeriHealth health care plan and prescription plan which mirrors the State Health Benefits Program plan referred to as AETNA 2030 for the balance of 2012 as the base plan. At the next available open enrollment, and in subsequent open enrollment periods, the Borough will provide, in addition to the base plan, both an upgrade and a downgrade alternative plan. If an upgraded plan is chosen that results in a higher premium, the employee will be responsible for the difference in premium amount as well as the amount of premium co-payment required by State Law. There shall be no other payments to employees as to either premium payments or co-payments during this contract term. The above Health Insurance plans will be for eligible employees with options to cover families if so desired. An employee must select a plan or provide proof that they have health insurance coverage by some other means. Again, employees will be responsible for co-pay of premiums for medical, prescription and dental plans as provided by New Jersey State Statutes governing same. Plans will be selected when renewal quotations and enrollments opportunities are provided by insurance carriers. The party's agree to meet and discuss Health Care issues and alternatives prior to the open enrollment period. Either party may reopen this clause of the contract as a result of these discussions

11. ISSUED EQUIPMENT

Each new officer shall be issued the following:

1. 4 pair of street gear pants
2. 4 street gear short sleeve shirts with department patch sewn on left sleeve
3. 4 street long sleeve shirts with department patch sewn on left sleeve
4. 1 pair of class A pants with 1 1/2 inch gold wool stripe. Sewn creases front and rear
5. 1 class A short sleeve shirt with department patch sewn on left sleeve. Sewn creases front and rear
6. 1 class A long sleeve shirt with department patch sewn on left sleeve. Sewn creases front and rear
7. 3 badges, two for uniform and one for wallet
8. 2 name tags with serving since plates indicating years of service
9. 1 pair of corafram shoes
10. 1 pair of boots
11. 2 hats (1 winter and 1 summer) with hat badge and strap
12. 3 ties
13. 1 long rain coat and rain cap for winter and summer hat
14. Sam Brown Belt with buckle, holster, two cuff cases, ammo pouch, glove pouch impact weapon holder, capstun holder, portable radio holder and four belt keepers
15. 2 pairs of handcuffs
16. 1 PR-24 impact weapon or other impact weapon that officer is certified to use
17. Capstun (upon certification)
18. 1 firearm with three magazines
19. 3 turtleneck shirts or mock turtlenecks with WPD embroidered on it
20. 1 windbreaker style jacket
21. 1 winter coat including, but not limited to the leather coat
22. 1 rechargeable flashlight with charger
23. 1 pair each of shooting safety glasses and shooting earmuffs
24. 1 set of State Seals for collars of shirts
25. 1 duty gear bag

12. REPLACEMENT OF UNIFORMS AND EQUIPMENT

The Borough of Westville agrees that each officer will be permitted to order replacement equipment up to \$1000 annually for replacement of uniforms and equipment upon such officer ordering through the Department by purchase order which shall be payable directly to the vendor. The officers shall have the right to purchase the said equipment and uniforms from a vendor of their choice. All equipment must be of Departmental standard and approved by the Chief of Police. The winter jacket (including, but not limited to the leather jacket) and bullet-proof vest shall not be deemed to be part of the equipment which must be replaced with this allowance. Those items will be replaced by the Borough of Westville at the Borough's discretion (or, within no later than five (5) years in the case of the bullet-proof vest). Any abuse of equipment may be dealt with pursuant to the discipline procedure in effect at the time. It is agreed that any officer assigned to plain clothes duty, Investigator, shall be permitted to utilize this allowance to purchase plain clothing for the job.

13. SENIORITY

Seniority is defined to mean the accumulated length of service with the Westville Police Department, computed from the last date of hire in the Department. Included in seniority are periods of sick leave, temporary disability, personal leave, and vacation time but excluded are valid periods of suspension and leaves of absences.

14. PROMOTION

In order to be promoted, an officer must have a minimum of three years experience with the Westville Police Department. All promotions must comply with the provisions of NJSA 40A.

15. PENSION

The employer shall provide pension and retirement benefits to employees covered by the agreement pursuant to requirements imposed by statutes and laws of the State of New Jersey.

16. COLLECTIVE NEGOTIATIONS PROCEDURE

Collective negotiations, with respect to terms and conditions of employment shall be conducted by the authorized representative of the parties. However, it is clearly understood by the parties that all agreements reached by such representatives are tentative in nature and subject to ratification and/or approval of the governing bodies of the employer and the employees. In the event it is necessary to notify either party of this Agreement, with regard to collective negotiations on this Agreement, such notification shall be sent to the Mayor or such other designee as he may indicate, and the Association's representative, or such other designee as they may indicate, at the address on file with the Municipal Clerk of the Borough of Westville. Collective negotiations shall be held at times and places mutually convenient to the parties.

17. SAVING CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provision not be declared invalid shall remain in full force and effect.

18. ENTIRETY OF AGREEMENT

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualifications waive the right for the life of this Agreement to collectively negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, except as provided in Saving Clause Article. This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, terms and conditions of the employees covered hereby.

19. DUES DEDUCTION

The employer agrees that, upon receipt of an appropriately executed authorization card, he will deduct such regular dues as indicated by the employee for membership in the Association. It should be clearly understood that employees must authorize such deductions and that such is a voluntary authorization. It is understood that the employee may withdraw such authorization pursuant to New Jersey law. Deductions made on behalf of the employee group shall be transmitted to the Association Treasurer pursuant to a schedule mutually established by the parties.

20. PROBATIONARY PERIOD

New members of the Department shall have a probationary period in accordance with the New Jersey State Statute controlling such hiring. The probationary period will start at the new member's full time hire date.

21. GRIEVANCE PROCEDURE

For purposes of this Agreement, a grievance is defined as a dispute between the employer and any employee covered hereby with respect to working conditions, safety conditions and alleged violations of a specific provision of this Agreement. Any grievance must be presented in writing within ten (10) working days of the aggrieved person knowledge of the event or events upon which the claim is based or else such grievance is deemed waived. All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed in the following manner:

A. STEP 1: The aggrieved party(s) and the Chief of Police or his designee, shall within five (5) working days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision in writing, within five (5) working days after discussion of the grievance with the aggrieved party. Failure to render a written decision within five (5) days shall permit the aggrieved party(s) to automatically move to Step 2.

B. STEP 2: In the event that the grievance has not been resolved at Step 1, the aggrieved party(s) shall, in writing and signed, file a grievance with the Borough of Westville Administrator within five (5) working days following the conclusion of Step 1. The aggrieved party and the Borough Administrator shall meet and discuss the grievance. The Administrator shall render a written decision within five (5) working days from the receipt of the grievance. If no written decision is rendered, the grievance is deemed to be denied, and the grievance may automatically progress to Step 3.

C. STEP 3: In the event the grievance has not been resolved at Step 2, the aggrieved party(s) shall, in writing and signed, file a grievance with the Borough Council. The Borough Council and the aggrieved party(s) shall meet to discuss the grievance within fourteen (14) days of the filing of said grievance, or at the next scheduled Council meeting, whichever is later. The Borough Council shall, in writing, render a decision within ten (10) days after said meeting with the aggrieved parties.

D. STEP 4: In the event the grievance has not been resolved at Step 3, the Union may request advisory arbitration by filing petition with PERC for the appointment of an arbitrator. The Borough Council shall review the decision of the arbitrator and may accept, modify or reject the award, in whole or in part.

The aggrieved party or parties shall have the right to be represented after Step 1 by legal counsel of his choosing and at his own expense.

22. CONTINUOUS SERVICE RECORD

The continuous service record of an officer shall be broken only by resignation, refusal to return to work on recall, justifiable discharge or suspension for more than thirty (30) days or approved leaves of absences.

23. DISMISSAL OR TERMINATION

Upon dismissal or termination of any permanent officer of the Police Department, he or she shall, upon request, receive written notice from the Borough stating the cause for the dismissal or termination. (This provision does not apply to any probationary period employees.) Any officer who has been dismissed or terminated from employment with the Borough for any reason shall be entitled to any accrued vacation pay and holiday pay (personal days) equal to the proportion of time the officer has worked for the Borough during the year in question (this shall apply to all officers including probationary officers). An officer who resigns voluntarily shall be entitled to these same provisions, upon said resignation.

24. SUBSEQUENT LAWS

It is agreed that in the event there shall be enacted any applicable Federal or State legislation or regulations by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement shall to the extent be deemed to modify the provisions of this Agreement.

25. JURISDICTION

This Agreement shall be governed by the applicable laws of the State of New Jersey and the United States of America.

26. WAIVER

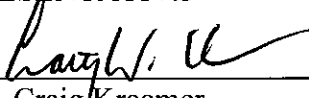
The right of either party to require strict performance hereunder by the other shall not be effected by any waiver, forbearance, or course of dealing.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by the respective duly authorized officers and their respective seals to be attached hereto.

BOROUGH OF WESTVILLE

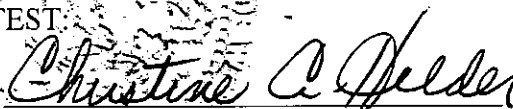
PBA, LOCAL 122, AUTHORIZED REPRESENTATIVE

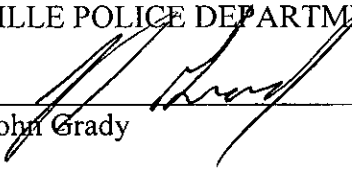
By: 
Russell W. Welsh, Jr., Mayor

BY: 
Craig Kraemer

ATTEST:

WESTVILLE POLICE DEPARTMENT

BY: 
Christine A. Helder, Borough Clerk

BY: 
John Grady

(SEAL)