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A G R E E M E N T

Between

THE TOWN OF WESTFIELD

and

THE WESTFIELD PUBLIC EMPLOYEES BENEVOLENT ASSOCIATION

*Union*

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Effective: January 1, 1975 through December 31, 1975

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APRUZZESE & McDERMOTT  
A Professional Corporation  
Independence Plaza  
500 Morris Avenue  
Springfield, New Jersey 07081  
(201) 467-1776

LAW OFFICES  
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A PROFESSIONAL CORPORATION  
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INDEX

<u>Article</u>	<u>Description</u>	<u>Page</u>
	Agreement	1
One	Recognition	1
Two	Payroll Deduction of Association Dues	2
Three	No Strike	2
Four	Grievance Procedure	3
Five	Vacations	5
Six	Sick Leave	5
Seven	Insurance	5
Eight	Wages	6
Nine	Code of the Town of Westfield	6
Ten	Training Program	6
Eleven	Meetings	7
Twelve	Discipline	7
Thirteen	Death in Family	7
Fourteen	Jury Duty	8
Fifteen	Work Day and Premium Pay	8
Sixteen	Safety	9
Seventeen	Personnel Appraisals	9
Eighteen	Duration	9

AGREEMENT

This Agreement made on the 29<sup>th</sup> day of December, 1975

by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, hereinafter referred to as "Town" and the WESTFIELD PUBLIC EMPLOYEES BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE ONE

RECOGNITION

Section 1. The Town hereby recognizes the Association as the sole and exclusive representative for purposes of collective negotiations for all employees of the Department of Public Works but excluding Building Inspection personnel, Engineering personnel, Office Clericals, Craft employees, Managerial Executives, Supervisors as defined in the Act, Policemen, Town Hall Custodians, temporary employees and summer employees.

Section 2. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop

their membership in the Association, as they see fit. Neither party will exert any pressure on or discriminate against an employee as regards such matters.

## ARTICLE TWO

### PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1. In accordance with N.J.S.A. 52:14-15.9e the Town agrees to deduct from the wages of each employee under this Agreement dues for the Westfield Public Employees Benevolent Association when authorized in writing to do so by an employee. Individual authorization forms shall be filed with the appropriate business office of the Town.

The deductions will be made twice each year, during the months of December and June and the Town shall remit the deductions to Berenson, Kessler and Woodruff, 773 Central Avenue, Westfield, New Jersey as Attorneys - Trustees for the Westfield Public Employees Benevolent Association.

Section 2. The Association 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 Association under this Article.

## ARTICLE THREE

### NO STRIKE

Section 1. There shall be no strikes, work stoppages or slowdowns of any kind. No officer or representative of the Association shall authorize, institute or condone any such

activity. No employee shall participate in any such activity. The Town shall have the right to take disciplinary action including discharge against any employee participating in a violation of the provisions of this Article.

Section 2. The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

#### ARTICLE FOUR

#### 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 Association'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 within seven (7) days thereafter in writing with the Town Engineer or his designated representative. A hearing on the grievance shall be held within five (5) working days thereafter between the Town Engineer or his designated representative and the aggrieved party and the Association's designated representative. Those

parties present at Step 1 may be present at Step 2. The Town Engineer will render a decision in writing within ten (10) working days after the conclusion of the hearing.

Step 3. Arbitration: Within two (2) weeks of the transmittal of the written answer by the Town Engineer, 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 Town Engineer.

The grievance may be submitted to the American Arbitration Association for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full 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. The expense of arbitration shall be borne equally by the parties. Only the Town or the Association shall have the right to submit a grievance to arbitration.

Section 2. The time limit 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 seven (7) 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 FIVE

VACATIONS

Vacation benefits shall be as set forth in Section 2-12.3 of the Town Code.

ARTICLE SIX

SICK LEAVE

Sick leave benefits shall be as set forth in Section 2-12.4 and 12.5.

Employees on sick leave will continue to accrue seniority.

ARTICLE SEVEN

INSURANCE

Section 1. The Town will provide at no cost to the employee hospital and medical surgical insurance and Major Medical insurance for the employee and his spouse and natural or adopted children of the employee or his spouse who are under the age of nineteen years.

For the purpose of this Agreement, hospital insurance shall be defined as New Jersey Blue Cross or some substantial equivalent and medical surgical insurance shall be defined as New Jersey

Blue Shield or some substantial equivalent and a Major Medical program. Rider J is not intended to be included within the benefits conferred by this Article.

Section 2. The current wage continuation insurance plan issued by the St. Paul Companies will cover employees under this Agreement commencing January 1, 1976.

#### ARTICLE EIGHT

##### WAGES

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

#### ARTICLE NINE

##### CODE OF THE TOWN OF WESTFIELD

Section 1. The parties agree that all provisions of the code of the Town of Westfield and the supplements thereto which are inconsistent with or contrary to this Agreement shall be repealed.

Section 2. The parties agree that all provisions of the code of the Town of Westfield and the supplements thereto which are not repealed pursuant to Section 1 of this Article are incorporated herein by reference.

#### ARTICLE TEN

##### TRAINING PROGRAM

An on-the-job training program will be established for the purpose of preparing qualified employees for future promotional



opportunities. If a vacancy occurs in a higher job category, the first opportunity to fill the job will be given to the most senior employee having qualified by successfully passing the training program for the particular job opening.

#### ARTICLE ELEVEN

##### MEETINGS

There will be quarterly meetings between the Town Engineer and/or his assistant, foremen and the Association's Executive Committee. The time of the day, place and length of such meetings shall be determined solely by the Town Engineer.

#### ARTICLE TWELVE

##### DISCIPLINE

The Town will not discharge, discipline or suspend any employee without just cause and will notify the Executive Committee of any such action.

#### ARTICLE THIRTEEN

##### DEATH IN FAMILY

In the event of a death in the immediate family of an employee the Town will grant a maximum of a four (4) day leave of absence between the date of death and burial with pay to the employee. The immediate family will be construed as meaning and including wife, husband, child, father, father-in-law, mother, mother-in-law, sister or brother.

ARTICLE FOURTEEN

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at court and he will be paid his regular daily earnings for such time as he is required to be in attendance at court.

ARTICLE FIFTEEN

WORK DAY AND PREMIUM PAY

Section 1. Employees on active employment status who report to work for the normal work day will be guaranteed a minimum of eight (8) consecutive hours of work or straight time pay in lieu thereof unless he is relieved from work for disciplinary reasons.

Section 2. The Town will not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

Section 3. Opportunity to earn premium pay (overtime) will be rotated with the intention of achieving equalization of premium pay earnings within the department, provided the employee is qualified to do the job.

Section 4. An employee who is called in after his regular work day ends will receive a minimum of two (2) hours pay at time and one-half (1-1/2) his regular hourly rate.

ARTICLE SIXTEEN

SAFETY

The Town shall establish, promote and enforce a safety program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner to insure safe operation.

ARTICLE SEVENTEEN

PERSONNEL APPRAISALS

When an evaluation system is developed, the Town will grant an opportunity for all employees to meet and discuss with their immediate supervisor, each employee personnel appraisal, within thirty (30) days after evaluation. Employees will sign each appraisal confirming that the appraisal was read and understood. Supervisors will explain any and all reasons upon request for any rating. Supervisors will give constructive criticism for low ratings so that the employee may strive to improve performance.

ARTICLE EIGHTEEN

DURATION

This Agreement shall become effective on January 1, 1975 and shall terminate on *December 31, 1975*. ~~If either party desires to change this Agreement it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement of the proposed changes and their desire to~~

~~terminate this Agreement. If notice is not given as herein  
required this Agreement will automatically be renewed for  
another year. If notice is given, the parties shall hold the  
first negotiation session within fifteen (15) days after the  
date of said notice.~~

IN WITNESS WHEREOF, the parties have hereunto affixed  
their signatures.

WESTFIELD PUBLIC EMPLOYEES  
BENEVOLENT ASSOCIATION

TOWN OF WESTFIELD

By *Marvin Stith*  
MARVIN STITH, President

By *Alexander Sullivan*

Attest:

*Thomas E. McCoy*  
THOMAS E. McCOY, Secretary

*Jay C. Ireland*

SCHEDULE A

WAGE RATES

Effective January 1, 1975

Probationary Rate	\$3.39
Group III	3.64
Group III	4.19
Group IV	4.61
Group V	4.92
Group VI	5.26

Newly hired employees shall receive the probationary rate for the first six months of employment. Upon completion of six months of employment, employees shall receive the lower Group III rate. Employees shall receive the upper Group III rate on the 1st day of January next following two years of continuous employment.