

**RESOLUTION # 44-08 MEMORIALIZING THE APPROVAL OF THE
BOROUGH OF WESTVILLE POLICE CONTRACT FOR THE
YEARS 2008 THROUGH 2011**

WHEREAS, the Borough of Westville Police Department's current contract expired on December 31, 2007, and it is incumbent upon the Borough of Westville and the New Jersey State Policeman's Benevolent Association, Local 122, to implement a contract to cover the ongoing relationship between the Borough of Westville and the Borough of Westville Police Department; and

WHEREAS, the Borough of Westville Council and the New Jersey Police Benevolent Association, Local 122, have been in the ongoing process of negotiating a new contract and have determined to enter into a four year contract to cover the employment issues between the Borough of Westville and the Borough of Westville Police Department; and

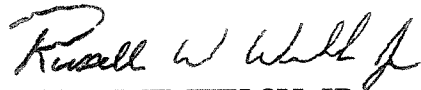
WHEREAS, a four year contract has been negotiated and approved in principle and has been submitted to all parties for review and comment; and

WHEREAS, said contract has been officially approved by all parties involved and is now presented for ratification.


NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Westville that the four year contract for the years 2008 through 2011 with the Borough of Westville Police Department as negotiated by the New Jersey Policeman's Benevolent Association, Local 122, is hereby approved and authorized for signature.

THIS RESOLUTION IS DULY ADOPTED by the Governing Body of the Borough of Westville at a regular meeting held on the 25th day of March, 2008.

BOROUGH OF WESTVILLE


RUSSELL W. WELSH, JR.
COUNCIL PRESIDENT

ATTEST:

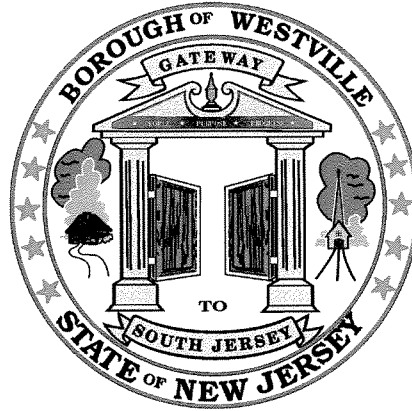

CHRISTINE A. HELDER
MUNICIPAL CLERK

CERTIFICATION

I, Christine A. Helder, Municipal Clerk of the Borough of Westville, hereby certify that the foregoing resolution was adopted by the Governing Body on Tuesday, March 25, 2008, and said resolution was approved by not less than a two-thirds vote of the Governing Body.

A handwritten signature in cursive script that reads "Christine A. Helder".

**Christine A. Helder
Municipal Clerk**



BOROUGH OF WESTVILLE
POLICE DEPARTMENT
COLLECTIVE BARGAINING
AGREEMENT
JANUARY 1, 2008
THROUGH
DECEMBER 31, 2011
MARCH 25, 2008

PREAMBLE

This Agreement, entered into as of March 12, 2008 and retroactive to January 1, 2008, 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 Patrolpersons, Sergeants, and Lieutenants of the Borough of Westville, excluding the Chief of Police.

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.

SECTION 3

1. POLICE PERSON'S RIGHTS

Pursuant to N.J.S.A. 34:13-A-1, et. seq., the Employer hereby agrees that every policeperson 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 policeperson 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

		4.00%	3.75%	3.75%	4.00%
		2008	2009	2010	2011
Patrolman					
PtIm 0-1		\$41,846	\$43,416	\$45,044	\$46,846
PtIm 1-2		\$45,533	\$47,241	\$49,012	\$50,973
PtIm 2-3		\$49,836	\$51,705	\$53,644	\$55,789
PtIm 3-4		\$54,137	\$56,167	\$58,274	\$60,605
PtIm 4-5		\$59,835	\$62,079	\$64,407	\$66,983
PtIm 5-9		\$60,830	\$63,111	\$65,477	\$68,096
PtIm 10-14		\$61,123	\$63,415	\$65,793	\$68,425
PtIm 15-19		\$61,415	\$63,718	\$66,108	\$68,752
PtIm 20+		\$62,176	\$64,508	\$66,927	\$69,604
		2008	2009	2010	2011
Sergeant		\$64,066	\$66,469	\$68,961	\$71,720
Sgt 5-9		\$65,061	\$67,501	\$70,032	\$72,834
Sgt 10-14		\$65,354	\$67,804	\$70,347	\$73,161
Sgt 15-19		\$65,647	\$68,109	\$70,663	\$73,489
Sgt 20 +		\$66,407	\$68,897	\$71,481	\$74,340
		2008	2009	2010	2011
Lieutenant		\$65,097	\$67,538	\$70,071	\$72,873
Lt 5-9		\$66,091	\$68,569	\$71,141	\$73,986
Lt 10-14		\$66,384	\$68,874	\$71,456	\$74,315
Lt 15-19		\$66,677	\$69,177	\$71,771	\$74,642
Lt 20+		\$67,438	\$69,967	\$72,590	\$75,494

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

The Borough of Westville recognizes the below listed thirteen (13) 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
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election 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.

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. COLLEGE CREDITS

Effective as of January 1, 2008, the sum of **fifteen dollars (\$15.00)** per college credit shall be paid for police related college credits up to a maximum of one hundred (100) credits per year. This will be paid to the officer in a separate payment, which shall be paid to the officer no later than the first pay period in December.

8. SHIFT DIFFERENTIAL

All officers covered under this contract will receive differential payment equal to five percent (5%) of the officer's base pay. This payment shall be paid to the officer in a separate payment, no later than the first pay period in December of that year. Any officer who has not been employed for a full year shall receive that percentage of the shift differential payment equal to the time the officer has been employed by the Borough in the year in question.

9. OVERTIME

- A. Each employee required to work beyond the normal shift shall be entitled to compensation at the rate of time and one-half or to accumulate compensatory time of equal value being time and one-half.
- 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.
- D. 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 of equal value being at the rate of time and one-half as set forth in the previous paragraph.
- 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 fifty-two (52) which shall then be divided by forty (40) 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.
- H. It is agreed that the Borough will add 104 hours of straight compensatory time at the end of each full year the officer worked a 12 hours shift. Time off for this time shall not be granted if any form of overtime or extra pay ensues. In addition, this time shall not be compensatable upon separation of service.
- H. 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 at the commencement of an officer's employment with the Borough of Westville including the Academy and other similar training.
- I. The most senior officer on a given shift shall receive the Sergeant's rate of pay at rate of (0-4) if that officer works as a Supervisor between the hours of 3pm and 3am in the absence of the Sergeant, Lieutenant, 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.

10. DEATH IN FAMILY

Each officer will be fully compensated according to his individual salary schedule 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.

11. SICK LEAVE

Officer shall choose one of the following options within 15 days of the signing of the contract. Newly hired officers will have the same 15 day option from their effective hire date to choose an option. If no option is chosen by the officer within the 15 day period, Option 1 is automatically applied. Sick leave shall be earned and accrued in the following manner:

Option 1

- 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, 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 and no use of the sick leave other than under this paragraph of the agreement.

Option 2

(based on 12 hours shifts)

- A. After six (6) months of service, sick leave of five days (60) hours will be accrued by the officer.
 - B. After one (1) year of service, and every year thereafter, sick leave of Ten Days (120) hours will be accrued by the officer.
 - C. Sick leave granted under the aforementioned articles shall be cumulative and may be used as additional sick leave.
 - D. Sick leave shall not be reimbursable except as outlined below.
 - E. For three months from the signing date of this agreement the service requirement for qualification for any sick time reimbursement will be 25 years overall pension service with at least 20 years service with the Borough of Westville.
 - F. On the first day of the fourth month from the signing date of this agreement, the service requirement for any sick time reimbursement will be 25 years of service with the Borough of Westville.
 - G. Compensation shall be calculated at the rate of \$50 per working day for unused sick time, rounded down to the next whole day.
 - H. Upon Retirement with 25 years of honorable service with the Westville Police Department an officer shall be reimbursed for unused sick time at the rate of \$50 per working day with a maximum possible reimbursement of 800 hours.
 - I. For a period of 90 days from the signing of this agreement, if any current employee retires on a normal service retirement, the time in service requirement shall be reduced to 20 years with the Westville Police Department and the cap of 800 reimbursable hours shall be removed.
- 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.
- G. All employees off for twenty-five (25) consecutive hours or more because of illness shall be required to furnish a doctor's certificate prior to returning to work.

12. HEALTH BENEFITS

It is hereby agreed and understood by and between the parties that the Borough shall continue current coverage (including full family coverage and major medical, surgical and dental) in effect as of January 1, 2008 or comparable coverage for each officer and his family. Also, a life insurance policy shall be provided for each officer.

Comparable shall not be defined as equivalent, but a plan which provides like services in relation to the changes in health plan coverage outside the control of the Borough. Parties recognized both the desire to maintain comparable coverage and the ever changing health coverage plans which prohibit the exact duplication of prior plans. Both parties agree to reopen negotiations on this topic, should the plans change outside the control of the parties or the cost to the Borough escalates to a point where coverage cannot be afforded in relation to budgetary constraints.

It is further agreed and understood by and between the parties that the Borough shall provide a \$5.00 co-payment prescription plan for generic and \$10.00 co-payment for non-generic prescriptions for the employee and his family by continuing the plan in effect as of January 1, 2008 , or a comparable plan. Reimbursement shall be supplied by the Borough upon forms for reimbursement being supplied by the employee.

It is further agreed and understood by and between the parties that the health benefit plan shall have a deductible of \$100.00 for single and a deductible of \$200.00 for family coverage, and that prescription plan payments shall count against the deductible. Once the deductible level is reached, a form shall be filed for reimbursement of monies spent including those spent for prescriptions. It is further agreed and understood by and between the parties that the Borough shall provide all of the above benefits for an officer and/or his/her spouse and children up to the age of twenty-three (23) years, if in college, or children up to the age of eighteen (18) years, if not in college. In addition, if an officer has retired on a disability pension due to a work-related injury, the Borough will continue to provide health benefits to the disabled officer, his/her spouse, and his/her dependent children as defined above, at the same level as provided to other officers, for the first eighteen (18) months after the officer begins to receive the disability retirement pension, if health benefits are not provided to the officer and his/her dependents as part of the officer's disability retirement pension. In the event that an officer is killed in the line of duty, the borough will continue to provide health benefits to the officer's spouse and dependent children as defined above, at the same level provided to the other officers' dependents until the spouse remarries or is eligible for Medicare or the dependent children reach age twenty-three (23) or eighteen (18) as set forth above.

13. 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 woof 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. DUES DEDUCTION

The employer agrees that, upon receipt of any appropriate 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.

22. PROBATIONARY PERIOD

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

23. 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 after the aggrieved person know 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.

24. 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.

25. 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.

26. 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.

27. JURISDICTION

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

28. 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.*
Russell W. Welsh, Jr. Council President

BY: *William J. Leash*
William J. Leash

ATTEST:

WESTVILLE POLICE DEPARTMENT

BY: *Christine A. Helder*
Christine A Helder, Borough Clerk
March 25, 2008

BY: *William C. Whinna*
William Whinna

(SEAL)