

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

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Effective: ~~X~~ January 1, 1982 through December 31, 1983

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APRUZZESE & McDERMOTT  
A Professional Corporation  
500 Morris Avenue  
Springfield, NJ 07081  
(201) 467-1776

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

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LAW OFFICES

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A PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

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SPRINGFIELD, N. J. 07081

This Agreement made as of the 30<sup>th</sup> day of APRIL, 1982, 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 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 Town at the request of the P.B.A. under this Article.

### ARTICLE III

#### 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 2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE IV

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 V

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 or any kind.

ARTICLE VI

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.

## ARTICLE VII

### 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 five (5) 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 five (5) 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 seven (7) 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 seven (7) 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.

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 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.

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 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 will be made from the anniversary date of employment 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-five (25) years of service.

ARTICLE X

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 XI

#### VACATIONS

Vacation benefits will be as follows:

Section 1. (a) 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.

(b) Ten (10) working days' vacation shall be allowed annually with completion of one (1) anniversary year of continuous service.

(c) Fifteen (15) working days' vacation shall be allowed annually with completion of four (4) anniversary years of continuous service.

(d) Twenty (20) working days' vacation shall be allowed annually with the completion of nine (9) anniversary years of continuous service.

(e) Twenty-five (25) working days' vacation shall be allowed annually with the completion of eighteen (18) anniversary years of continuous service.

Section 2. Whenever an employee sustains a work incurred injury, after the ninety (90) day exclusion period under the Town's Salary Continuation Program, at the employee's option, vacation time and/or accrued sick leave may be utilized, provided that the employee must utilize all his vacation time first when his remaining accrued sick leave reaches a level of thirty (30) days

Section 3. Effective January 1, 1982, an employee can take one week's vacation consisting of five (5) days in two parts - one part for two (2) consecutive days and the second part for three (3) consecutive days. Such election of time off cannot be made until after all full week vacations are scheduled throughout the department and subject to the manpower needs of the Department and the approval of the Chief or his designee.

## ARTICLE XII

### RETIREE BENEFITS

Section 1. An employee on the payroll as of January 1, 1980 who retires thereafter shall be entitled to continue under the Town's Health Benefits Program (husband & wife coverage applicable at the time of retirement) provided he has reached age fifty-five (55) with at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or upon death prior to age sixty-five (65). This 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, her coverage will continue until she reaches age sixty-five (65).

Section 2. In the event an employee retires before reaching his fifty-fifth (55th) birthday, he shall receive single coverage with Rider J paid for by the Town until he reaches age fifty-five (55) and becomes covered under the provisions of Section 1 of this Article.

Section 3. For retirees such coverage shall include Rider J paid for by the Town.

#### ARTICLE XIII

##### 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 re-

call. Failure to take such offered work shall result in loss of seniority and termination.

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 Township's records and it shall be the obligation of the employee to provide the Township 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 Township 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 will 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) day period.

#### ARTICLE XIV

##### PROMOTIONAL PROCEDURE

When the current promotional controversy is finally adjudicated, the parties agree to meet to negotiate the implementation consistent with such final decision.

ARTICLE XV

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 XVI

PERSONNEL RECORDS

Section 1. No evaluation report shall be submitted to the Business 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 Business Administrator or his designee and attached to the file copy.

Section 3. Although the Township 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 XVII

##### 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 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 Administrator or Town Council, as appropriate.

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 XVIII

##### 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 XIX

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 XX

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.

Section 2. For the purposes of this Article, immediate family is defined as follows: Father, mother, 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.

ARTICLE XXI

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¢) 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 XXII

RETENTION OF EXISTING BENEFITS

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

Effective October 1, 1982, the Town will pay the entire cost of Rider J coverage.

Effective January 1, 1982, each employee will receive an allowance of fifty (50) dollars per year for clothing maintenance. Effective January 1, 1983, this allowance will be increased by fifty (50) dollars for a total of one hundred (100) dollars per year. 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. All Municipal Ordinances pertaining to the Department of Police presently in effect are incorporated herein by this reference.

ARTICLE XXIII

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 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 XXIV

DURATION

This Agreement shall be effective on January 1, 1982 and shall terminate on December 31, 1983.

TOWN OF WESTFIELD

ATTEST:

By: *[Signature]*  
Town Clerk

*Allen Chin*  
Mayor 4-30-82

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

*Francis A. Brunelle Jr.*

SCHEDULE A  
SALARY SCHEDULE

	<u>Effective</u> <u>1/1/82</u>	<u>Effective</u> <u>1/1/83</u>
Captain of Police-----	\$28,000	\$30,225
Lieutenant-Detective of Police-----	26,800	28,900
Lieutenant of Police-----	25,850	27,900
Sergeant-Detective of Police-----	24,775	26,750
Sergeant of Police-----	23,700	25,575
Detective of Police-----	23,700	25,575
Detective of Police - Second Grade-----	22,350	24,125
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	21,550	23,250
Patrolmen of the Department of Police for the fourth year from the date of appointment-----	20,250	21,400
Patrolmen of the Department of Police for the third year from the date of appointment-----	18,950	19,550
Patrolmen for the Department of Police for the second year from the date of appointment-----	17,650	17,700
Probationary patrolmen after completion of Basic Police Academy-----	15,650	15,850
Patrolmen of the Department of Police for that part of the probationary period until the completion of Basic Police Academy-----	13,650	14,000

These increases shall be paid only to those employees on the payroll on the date the contract is signed by the Town Council.

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

The member of the Department of Police assigned to work as Traffic Officer by the Chief of the Department, shall be paid \$500 per annum in addition to any other compensation to which he may be entitled.

## OVERTIME SCHEDULE

A. Overtime will be paid for overtime worked commencing one half hour after the normal ending of a platoon's shift (which is usually at quarter to 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 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. 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.

Approved overtime in the Detective Bureau can be carried over to the following year and utilized at the Chief's discretion.

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-----\$20.00 per diem  
All other (including civil actions)-----30.00 per diem  
Effective 7/1/82 the \$30.00 per diem will  
be increased to-----40.00 per diem

G. Uniformed Superiors Time Off

Uniformed superiors will be entitled to two (2) days off each year which must be used as time off.

H. Once during each calendar quarter of the year, each employee who is out for one (1) day's sickness will not be required to secure a doctor's notice for a single illness of one (1) day's duration. In all other respects the existing rule requiring a doctor's note for a single day's absence for sickness will remain in effect.

I. The existing practice of time off for State P.B.A. delegate will be expanded to attend State, County and Tri-County meetings, subject to the prior approval of the Chief or his designee.

J. The township will continue its present workweek of five days on and two days off.