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A G R E E M E N T

Between

THE TOWN OF WESTFIELD

And

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

Union

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Effective: January 1, 1980 through December 31, 1981

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

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

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LAW OFFICES

LUZZESE & McDERMOTT

PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

This Agreement made as of the 5<sup>th</sup> day of August, 1980, 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

MANAGEMENT PREROGATIVES

Section 1. It is understood and agreed that the Town possesses the sole right to conduct the Town's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it.

Section 2. It is further agreed and understood that all rights of management are retained by the Town unless otherwise specifically restricted by this Agreement.

ARTICLE IV

NO STRIKE

Section 1. During the term of this Agreement the P.B.A. agrees that there shall be no strikes, work stoppages, job actions or slowdowns or any kind.

ARTICLE V

P.B.A. SECURITY

Section 1. The parties hereto agree that the conduct of the internal affairs of the P.B.A. is the sole responsibility and right of the officers and members of the P.B.A.

Section 2. The Town and the P.B.A. agree not to discriminate against, interfere with, or coerce any member of the Department in the exercise of his right to form, join and assist the P.B.A. or to refrain from any such activity.

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

#### ARTICLE VI

##### GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Chief of Police or his designated representative. A hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the P.B.A.'s designated representative.

Those parties present at Step 1 may be present at Step 2. The Chief of Police will render a decision in writing within 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 five (5) working days after receiving the decision in Step 2. The Town Administrator shall render a decision from the record before him in writing within ten (10) working days.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, he may submit the matter for review by the Mayor within five (5) working days after receiving the decision in Step 3. The Mayor shall render a final decision from the record before him in writing within ten (10) working days.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within three (3) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

ARTICLE VII

ARBITRATION

Within two (2) weeks of the transmittal of the written answer by the Mayor, if the grievance is not settled to the satisfaction of the aggrieved party, he may request that the grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Mayor.

The grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. Only the Town or the P.B.A. shall have the right to submit a grievance to arbitration.

ARTICLE VIII

SALARIES

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

Section 2. Holidays - Employees shall be paid in addition to their annual salary, twelve (12) holidays at their regular daily rate of compensation.

Section 3. Sick Leave Payout on Retirement - Sworn officers of the Department, below the rank of Chief, will be paid one (1) day's pay for each five (5) days of accrued sick leave of record upon honorable discharge. The maximum sick leave accrual permitted will be ninety (90) days.

ARTICLE IX

LONGEVITY

Section 1. The computation for longevity payments under the existing schedule will be made from the anniversary date of employment.

ARTICLE X

PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE XI

VACATIONS

Effective January 1, 1980, 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 may be first utilized and afterwards accrued sick leave may be utilized.

## 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 only, 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 recall. 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 RECOMMENDATION COMMITTEE

There shall be a Promotional Recommendation Committee consisting of one Captain, one Lieutenant, one Sergeant and two Patrolmen, to be appointed by the Chief of Police who will become an ex officio member of this Committee. The Committee will make recommendations regarding the establish-

ment of guidelines for future promotions which are to be submitted to the Chief within ninety (90) days of the execution of this Agreement.

ARTICLE XV

RETENTION OF EXISTING BENEFITS

Section 1. Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Town during the term of this Agreement, and with regard to Death Leave Benefits, father-in-law and mother-in-law will be added to the list of relatives for whom death leave benefits are granted under the provisions of the Town Code.

Effective October 1, 1980, the existing medical insurance coverage will be changed from the Blue Shield 14/20 Plan to UCR. This will be on a trial basis through December 31, 1981.

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

ARTICLE XVI

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 XVII

DURATION

This Agreement shall be effective on January 1, 1980 and shall terminate on December 31, 1981.

TOWN OF WESTFIELD

ATTEST:

By:

Jay C. Ireland  
Town Clerk

Allen Chin  
Mayor

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

Billy A. Lasceter  
PRESIDENT P.B.A.

SCHEDULE A  
SALARY SCHEDULE

	<u>Effective</u> <u>1/1/80</u>	<u>Effective</u> <u>1/1/81</u>
Captain of Police-----	\$24,150	\$25,950
Lieutenant-Detective of Police-----	23,075	24,825
Lieutenants of Police-----	22,275	23,950
Sergeant-Detective of Police-----	21,350	22,950
Sergeant of Police-----	20,425	21,950
Detective of Police-----	20,425	21,950
Detective of Police, Second Grade-----	19,250	20,700
Patrolmen of the Department of Police for the fifth year and all subsequent years from date of appointment-----	18,550	19,950
Patrolmen of the Department of Police for the fourth year from date of appointment-----	17,800	19,150
Patrolmen of the Department of Police for the third year from date of appointment-----	17,050	18,350
Patrolmen of the Department of Police for the second year from date of appointment-----	16,325	17,550
Patrolmen of the Department of Police for the probationary period of one year-----	12,375	13,300

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 \$500.00 per annum in addition to any other compensation to which he may be entitled.

OVERTIME SCHEDULE

A. Rate - Time and one-half.

B. Positions

(1) Uniformed Patrolmen.

(2) Uniformed platoon Sergeants and Lieutenants.

C. Instances

(1) Call back to duty - minimum three (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.

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

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 the calendar 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.

LAW OFFICES

LAZZESE & McDERMOTT

PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

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