

11/7/71  
- 12/31/71

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

This Agreement made as of the 28<sup>th</sup> day of DECEMBER, 1971, 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, is mutually agreed as follows:

#### ARTICLE I

##### RECOGNITION

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 twice each year, during the months of December and June.

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 Employer at the request of the P.B.A. under this Article.

ARTICLE III

MANAGEMENT PREROGATIVES

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.

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

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

ARTICLE V

P.B.A. SECURITY

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.

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 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 final decision 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

##### 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.

#### ARTICLE VIII

##### 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.

#### ARTICLE IX

##### 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 of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with, and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

ARTICLE X

DURATION

This Agreement shall become effective on January 1, 1971  
and shall terminate on December 31, 1971.

Attest:

By *Joseph C. ...*

TOWN OF WESTFIELD

By *...*

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

By *...*  
*...*

WILLIAM ...  
...

SCHEDULE A

SALARY SCHEDULE

Effective January 1, 1971

The annual salaries of the Police Department shall be as follows:

Captain of Police -----	\$13,455.00
Lieutenant-Detective of Police-----	12,865.00
Lieutenants of Police -----	12,585.00
Sergeant-Detective of Police -----	12,030.00
Sergeants of Police -----	11,795.00
Detective of Police -----	11,795.00
Patrolmen of the Dept. of Police for the probationary period of one year--	9,575.00
Patrolmen of the Dept. of Police for the second year from the date of appointment -----	9,910.00
Patrolmen of the Dept. of Police for the third year from the date of appointment -----	10,250.00
Patrolmen of the Dept. of Police for the fourth year from the date of appointment -----	10,585.00
Patrolmen of the Dept. of Police for the fifth year and all subsequent years from the date of appointment---	10,950.00