

A G R E E M E N T

Between

THE TOWN OF WESTFIELD

and

THE WESTFIELD PUBLIC EMPLOYEES BENEVOLENT ASSOCIATION

EFFECTIVE: January 1, 1973 through December 31, 1974

AFRUZZESE & McDERMOTT
A Professional Corporation
500 Morris Avenue
Springfield, New Jersey

Law Offices
FRUZZESE & McDERMOTT
A Professional Corporation
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

AGREEMENT

This Agreement made on the 13th day of March 1973
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

Amended

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.~~

ARTICLE TWO

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1. In accordance with NJSA 52:14-15.9e the Employer 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 Employer.

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The deductions will be made twice each year, during the months of December and June and the Employer 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 Employer at the request of the Association under this Article.

ARTICLE THREE

NO STRIKE

OUT
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 Employer 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

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INDUSTRY PLAZA

100 MORRIS AVENUE

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he may request that the grievance be submitted to arbitration within 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 Employer 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 ELEVEN

MONTHLY MEETINGS

There will be monthly 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

DURATION

This Agreement shall become effective on January 1, 1973 and shall terminate on December 31, 1974. 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: *Donn A. Snyder*
DONN A. SNYDER, MAYOR

Attest:

Thomas McCoy
THOMAS MCCOY, Secretary

Joy C. Vreeland
JOY C. VREELAND, Town Clerk

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SCHEDULE A

WAGE RATES

Effective January 1, 1973

Probationary Rate	\$3.04	24
Group III	3.27	9.6
Group III	3.76	
Group IV	4.14	
Group V	4.42	
Group VI	4.73	

Effective January 1, 1974

Probationary Rate	\$3.21	
Group III	3.45	
Group III	3.97	
Group IV	4.37	
Group V	4.66	
Group VI	4.99	

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.