

**MEMORANDUM OF AGREEMENT**

**TOWNSHIP OF NUTLEY AND NUTLEY PBA LOCAL #33 AND SOA  
Docket Nos.: IA-2009-071/072**

**WHEREAS**, Nutley PBA Local #33 (hereinafter referred to as the PBA) is the collective bargaining agreement for all Police Officers and Sergeants employed by the Township of Nutley (hereinafter referred to as Township); and

**WHEREAS**, Nutley Superior Officers Association (hereinafter referred to as SOA) is the collective bargaining agent for all Lieutenants, Captains and Deputy Chief employed by the Township of Nutley; and

**WHEREAS**, the Township and the PBA entered into a collective bargaining agreement covering the years 2004-2007 and, thereafter, executed a one-year extension of same for calendar year 2008; and

**WHEREAS**, the Township and the SOA entered into a separate collective bargaining agreement for the years 2004-2007 and, similarly, entered into a one-year extension for calendar year 2008; and

**WHEREAS**, the parties were unable to reach a settlement on the terms of a successor agreement for the PBA and SOA, respectively. As a result, the PBA and SOA filed separate Petitions for Interest Arbitration with the Public Employment Relations Commission (PERC); and

**WHEREAS**, Arbitrator Robert M. Glasson was appointed to preside in a joint proceeding over both aforesaid Petitions; and

**WHEREAS**, Mr. Glasson issued an Interest Arbitration Opinion and Award on November 26, 2011 setting forth the terms and conditions of both the PBA and SOA collective bargaining agreements for the years 2009 through 2012; and

**WHEREAS**, an issue subsequently arose relative Mr. Glasson's determination as to the Deputy Chief's wages for 2010, 2011 and 2012. As a result, the PBA initially filed an appeal of that portion of Mr. Glasson's Award with PERC. Thereafter, the PBA withdrew said appeal and, instead, with the consent of the Township, submitted a request for clarification to Mr. Glasson; and

**WHEREAS**, the parties desire to amicably resolve this dispute as to the Deputy Chief's wages for the years 2010, 2011 and 2012 by incorporating the original terms of Mr. Glasson's Award, as modified herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the parties agree to adhere to and otherwise abide by the following terms:

1. **Term of Agreement**

There shall be a four-year agreement effective January 1, 2009 through December 31, 2012.

2. **Salary & Salary Schedule**

There shall be the following changes and increases to the salary schedule:

- (a) Effective January 1, 2009, all steps on the salary schedule in Article V (PBA) and Article VII (SOA) shall remain at the salaries in effect in 2008 except for the payment of increments.
- (b) Effective January 1, 2010, all steps on the salary schedule in Article V (PBA) and Article VII (SOA) shall be increased by 2.5% plus \$300.
- (c) Effective January 1, 2011, all steps on the salary schedule in Article V (PBA) and Article VII (SOA) shall be increased by 3% plus \$300.
- (d) Effective January 1, 2012, all steps on the salary schedule in Article V (PBA) and Article VII (SOA) shall be increased by 3.5% plus \$300.

(e) Effective January 1, 2012, all new hires will be hired pursuant to a new salary schedule (Schedule 'B') which will include three (3) additional steps. The Academy Step shall be \$25,000 and Step 1 shall be \$30,000. These steps shall be six (6) month steps. All other steps are twelve (12) month steps and will be equalized between Step 1 and the maximum step of \$87,837.

(f) Effective January 1, 2012, the longevity schedule for new hires shall be as follows:

10 years	2%
15 years	4%
20 years	6%
24 years	8%

(g) Salary schedules are attached. All salary increases are fully retroactive to the above effective dates.

3. There shall be a cap of \$15,000 on payment for unused sick leave. The \$15,000 cap will apply to all current employees that have less than \$15,000 in accrued sick leave. Current employees with more than \$15,000 shall be capped at the level that is "in the bank" as of December 31, 2011.

4. To clarify the Deputy Chief's salary issue, it is noted that the 2008 SOA one-year extension agreement referred to above references the Deputy Chief of Police salary as \$140,431. The parties hereby recognize that said amount included not only the Deputy Chief's base salary but also longevity and holiday pay. For 2008, this was broken down as follows:

Base	\$121,166
Longevity	\$ 12,116
Holiday	<u>\$ 7,149</u>
<b>Total</b>	<b>\$140,431</b>

Thus, in accordance with the above terms, for the years 2009-2012, the Deputy Chief's base salary, longevity and holiday will be as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Base	\$121,166	\$124,495	\$128,530	\$133,328
Longevity	\$12,116	\$12,449	\$12,853	\$13,333
Holiday	<u>\$7,149</u>	<u>\$7,346</u>	<u>\$7,613</u>	<u>\$7,867</u>
Total	\$140,431	\$144,290	\$149,012	\$154,528

5. The salary schedules for officers hired before January 1, 2012 (Schedule A); officers hired on or after January 1, 2012 (Schedule B); and the Lieutenants and Captains (Schedule C) are attached hereto.

**Schedule A**  
(Officers hired before January 1, 2012)

	1/1/09	1/1/10	1/1/11	1/1/12
Academy (0-6 months)	25,000	25,000	25,000	25,000
Patrol Officer/1st Step (7-12 months)	45,500	46,938	48,646	50,648
Patrol Officer/2nd Step (13-24 months)	58,723	60,491	62,606	65,097
Patrol Officer/3rd Step (25-36 months)	71,947	74,046	76,567	79,547
Patrol Officer/4th Step (37-48 months)	75,740	77,934	80,572	83,692
Patrol Officer/5th Step (49-60 months)	79,534	81,822	84,577	87,837
First Sergeant	89,165	91,694	94,745	98,361

**Schedule B**  
(Officers hired on or after January 1, 2012)

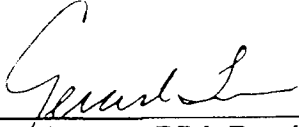
	1/1/12
Academy (0-6 months)	25,000
Patrol Officer/1st Step (7-12 months)	30,000
Patrol Officer/2nd Step (13-24 months)	38,250
Patrol Officer/3rd Step (25-36 months)	46,500
Patrol Officer/4th Step (37-48 months)	54,750
Patrol Officer/5th Step (49-60 months)	63,000
Patrol Officer/6th Step (61-72 months)	71,250
Patrol Officer/7th Step (73-84 months)	79,500
Patrol Officer/8th Step (85 + months)	87,837
First Sergeant	98,361

**Salary Schedule – SOA**

	1/1/09	1/1/10	1/1/11	1/1/12
Lieutenant	100,000	102,800	106,185	110,200
Captain	112,191	115,296	119,055	123,522
Deputy Chief of Police	121,166	124,495	128,530	133,328

6. The PBA and SOA shall withdraw its request for clarification relative the Deputy Chief's salary issue upon full execution of this Memorandum of Agreement.

By executing this Memorandum of Agreement, each signatory identified below represents that he is authorized and otherwise empowered to bind the PBA, SOA and Township, respectively, to the terms set forth above.

  
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Gerard Tusa, PBA President

Dated: 02/03/12

  
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Alphonse Petracco, Commissioner

Dated: 2/3/12