

COLLECTIVE BARGAINING AGREEMENT

2004-2007

BETWEEN

TOWNSHIP OF NUTLEY

AND

NUTLEY PBA LOCAL NO. 33

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TOWNSHIP OF NUTLEY**

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PREAMBLE

This AGREEMENT, made this ____ day of March, 2006, between the Township of Nutley (hereinafter referred to as the "TOWNSHIP") and the Nutley Local No. 33 (hereinafter referred to as the "PBA").

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 and mutual agreements herein contained, the parties hereto agree with each other in respect to the "EMPLOYEES" of the Township recognized as being represented by the PBA as follows:

I. RECOGNITION OF BARGAINING UNIT

The Township hereby recognizes the aforementioned PBA as the exclusive representative for all its Patrol Officers and Sergeants in its Police Department excluding the Lieutenants, Captains, Deputy Chief of Police, Chief of Police and/or Director of Public Safety and all other employees.

II. REPRESENTATION FEE

If an employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the PBA will submit to the Township a list of those employees who have neither become members of the PBA for the then current

membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transit the amount so deducted to the PBA.

2. Payroll Deduction Schedule. The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid

(a) Ten (10) days after receipt of the aforesaid list by the Township; or

(b) Thirty (30) days after the employee begins his employment in a bargaining unit position.

3. Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmissions of such fees to the PBA will, as nearly as possible, be the same as membership dues to the PBA.

5. Changes. The PBA will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Township receives said

notice.

6. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

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

III. MANAGEMENT RIGHTS

1. The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township pursuant to the applicable New Jersey Public Employment Relations Commission prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement.

2. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

3. The Township reserves the right to designate three (3) department-wide black out days per year for which no member may take any paid time off other than vacation time. The Township will designate those days as far in advance as possible, but not less than thirty (30) days in advance.

IV. RETENTION OF BENEFITS

1. Except as otherwise provided herein, all rights and benefits which the employees have heretofore enjoyed and are presently enjoying as contained in the Township ordinances or police rules and regulations, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

2. The provisions of all applicable State statutes, rules and regulations of the New Jersey Public Employment Relations Commission, municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth at length.

V. SEPARABILITY CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

VI. GRIEVANCE PROCEDURE

1. Definition. A grievance is defined as an alleged violation of this Agreement and shall not include disciplinary matters appealable to the Department of Personnel.

2. Purpose.

(a) The purpose of the grievance procedure is to secure at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both

parties agree that these proceedings will be kept as formal and confidential as may be appropriate at any level of the procedure.

(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the police administration and having the grievance adjusted without intervention of the PBA provided the adjustment is not inconsistent with this Agreement. The PBA will be given an opportunity to be present at such adjustments provided the grievant requests same.

(c) The duly authorized PBA representative or representatives shall, if necessary, be given the time off without loss of compensation to attend grievance proceedings.

3. Procedures. An aggrieved employee shall institute action under the provisions hereof within twenty (20) days of the day the employee knew or should have known about the occurrence complained of. Failure to act within twenty (20) days of the day the employee knew or should have known about the occurrence complained of shall be deemed to constitute an abandonment of the grievance.

(a) Step 1. An employee with a grievance shall first discuss it with the Chief of Police with the objective of resolving the matter informally. If the employee is not satisfied with the informal discussion, or if no decision is reached within five (5) calendar days after the information presentation of the grievance, the employee may discuss the matter formally with the Chief and shall present to the Chief a written statement of the grievance. The Chief shall render his decision in

writing within five (5) calendar days after the formal presentation of a written grievance to him.

(b) Step 2. If the grievant is not satisfied with the decision under Step 1, or if no decision has been rendered by the Chief within seven (7) days after presentation of the written grievance to the Chief, the grievant may present the grievance to the Director of Public Safety. The Director of Public Safety shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

(c) Step 3. In the event that the grievant is not satisfied with the decision of the Director of Public Safety, the grievant, or the PBA on his behalf, has fifteen (15) days in which to request binding arbitration. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission and/or the American Arbitration Association, as the case may be.

4. Arbitration. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons, and conclusion on the issue or issues submitted. The arbitrator's decision shall be binding. The costs for the services of the arbitrator shall be borne equally between the Township and the PBA, unless however, the applicable State statutes and the Public Employment Relations Commission provide to the contrary.

5. Group Grievance. A grievance affecting a group of employees, covered under Article I, may be submitted by the PBA on behalf of the said named group at Step 1 of the grievance procedure.

VII. SALARIES AND WAGES

1. The salary schedule for all employees recognized, as being represented by the PBA shall be as set forth below, effective as follows:

| <u>Title</u> | 01-01-04 <u>4.0%</u> | 01-01-05 <u>4.0%</u> | 01-01-06 <u>4.0%</u> | 01-01-07 <u>4.0%</u> |
|-------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Sergeant | \$74,564.68 | \$78,015.27 | \$81,603.88 | \$85,336.04 |
| Patrol Officer - 5th Step | \$66,331.71 | \$69,452.98 | \$72,699.10 | \$76,075.06 |
| Patrol Officer - 4th Step | \$63,088.96 | \$66,080.52 | \$69,191.74 | \$72,427.41 |
| Patrol Officer - 3rd Step | \$59,846.24 | \$62,708.09 | \$65,684.41 | \$68,779.79 |
| Patrol Officer - 2nd Step | \$48,542.45 | \$50,952.15 | \$53,458.24 | \$56,064.57 |
| Patrol Officer 1 st Step | \$37,239.23 | \$39,196.80 | \$41,232.67 | \$43,349.98 |
| Patrolman – Academy | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |

2. New Hire Academy Wage Rate. Upon graduating from the Academy or upon the penultimate day of a new hire's first year of employment, whichever is earlier, all employees hired at the Academy wage rate shall be advanced to the second step wage rate.

3. Detective Differential. Detectives shall receive \$600.00 per annum in addition to the base salary as provided herein.

4. Pay for Higher Ranks. An employee who is assigned to the duties of his immediate supervisor, and who works in such assignment for thirty (30) consecutive working days (days off not included) shall be paid at the rate of the higher rank beginning with the thirty-first (31st) day. This provision shall not preclude an employee from voluntarily working a higher rank and waiving the additional compensation available under this provision.

5. Longevity Pay. All employees covered by this Agreement shall be entitled to and

be paid, in addition to their salary, longevity pay, computed according to the following schedule. Employees hired before January 1, 1983 shall continue to be credited for longevity as of January 1, regardless of the date of employment while employees commencing after said date will be credited for such increases in longevity on their respective anniversary dates.

Longevity Schedule

| <u>Years of Completed Service</u> | <u>% of Base Salary</u> |
|-----------------------------------|-------------------------|
| Five Years | 2% |
| Ten Years | 4% |
| Fifteen Years | 6% |
| Twenty Years | 8% |
| Twenty-Four Years | 10% |

VIII. CLOTHING AND MAINTENANCE ALLOWANCE

1. Clothing Account. The Department shall establish, with a vendor to be selected the Township, an annual clothing account in the amount set forth below, against which employees shall be permitted to make purchases. All unexpended funds shall, at the end of each calendar year, revert to the Township. The Chief of Police may, at his discretion, waive the establishment of a clothing account in favor of a direct payment to any employee assigned to administrative or investigative duties. Any such payment under this option shall be made in the first pay period following adoption of the annual budget.

The clothing account shall be set at five hundred seventy five (\$575.00) dollars per year. During the calendar year 2007 each member of the PBA shall purchase a dress blouse with his/her clothing allowance monies.

2. Maintenance Allowance. In addition to the annual clothing account as set forth above, each employee shall receive an annual clothing maintenance allowance in the amount set forth below, which shall be payable in the first pay period following adoption of the annual budget. The maintenance allowance shall be set at the following amounts for the year shown:

| | |
|------------------|----------|
| Effective 1/1/04 | \$625.00 |
| Effective 1/1/05 | \$675.00 |
| Effective 1/1/06 | \$725.00 |
| Effective 1/1/07 | \$775.00 |

3. Replacement Costs. In addition to the aforementioned clothing account and maintenance allowance, each employee shall be entitled to be reimbursed the replacement costs of any clothing or apparel damaged or destroyed while employed in his capacity as a Police Officer provided it is reported to the Chief of Police in writing within forty-eight (48) hours of occurrence. Replacement costs shall not apply in any instance wherein employee negligence contributed to the destruction of said clothing apparel, nor shall it apply to items of personal jewelry, excepting wristwatches which shall be covered to a maximum of \$75.00 per occurrence. Prescription eyeglasses shall be covered to a maximum of \$250.00 per occurrence.

4. Special Assignments. Any employee(s) assigned to special details and/or assignments, such as motorcycle patrol, scooter patrol, etc., will be supplied by the Township with the necessary uniforms and equipment above and beyond the normal departmental requirements. Such uniforms and equipment will remain property of the Township. For example, motorcycle personnel would be furnished with boots, helmet, jodhpurs, protective leather gloves and outer clothing appropriate for use with a motorcycle or scooter.

5. Bullet Proof Vests. The Township shall provide a bulletproof vest to each new employee. In addition, the Township shall maintain a fund for the replacement of worn and

unserviceable vests, which shall provide for the replacement of no less than four (4) vests each year. The selection of vests for replacement shall be at the sole discretion of the Chief of Police.

IX. HOURS OF WORK AND OVERTIME

1. **Work Schedule.** Except as mutually agreed to between an individual employee and the department, in accordance with the existing practice, employees shall work the so-called (4 and 2) schedule consisting of four (4) consecutive days on duty followed by two (2) consecutive days off-duty. The workday shall consist of eight and one half (8 1/2) consecutive hours.

2. **Overtime Rate.** In the event an employee is called in to work during other than regularly scheduled hours, including off-duty court or administrative appearances, but excluding disciplinary hearings, he/she shall be paid at the rate of time and one half (1 1/2) for a guaranteed minimum of two (2) hours for all hours worked, whichever is greater, provided however that the two (2) hour minimum shall not apply to hours worked contiguous with the employee's work day. For court appearances, which would qualify for overtime, the employee shall have the option of accepting compensatory time (at time and one half). All overtime payments pursuant to this Article shall be made no later than the second pay period from the time worked and no longer than four (4) weeks in total. The Township shall be assessed an additional \$5.00 per day penalty thereafter.

3. **Special Function.** Each employee will be required to work sixteen (16) hours per year (non-cumulative) for such activities as in-service training, inspections, weapons qualifications and departmental meetings. For each such activity, each employee off-duty and called in shall be credited with the actual time involved, but not less than four (4) hours. This

section shall not be construed to include regular duty functions. Effective January 1, 2006 all employees will be required to work a total of forty (40) work hours per year for the aforementioned activities.

4. Special Assignments and Appearances. An employee working a special assignment who works to within one (1) hour before his regular tour of duty begins shall be allowed to work straight through to the beginning of that tour. An employee working on the midnight tour (12-8) who must appear in court or before an administrative agency at 0900 hours (9:00 AM), shall be allowed to work from the end of his tour to the commencement of such appearance, compensation under Section 2 of this Article shall commence as of the end of such tour.

5. Lunch Period. It is mutually agreed by and between the parties hereto that the designated lunch period shall be a period of forty-five (45) minutes.

6. Compensatory Time Accumulation. Employees shall be permitted to accumulate one hundred and fifty (150) hours of compensatory overtime.

X. SHIFT ASSIGNMENTS AND MANPOWER ALLOCATION

1. Assignment of Permanent Shifts. All employees shall be assigned to permanent shifts on the basis of eight (8) criteria: seniority, experience, employee's preference, departmental needs, captain's recommendations, school priorities, abilities and special hardships. In weighing these criteria and making assignments based upon them, the Township shall act reasonably and not in an arbitrary or capricious fashion. The assignment to permanent shift shall be subject to the grievance procedure contained herein.

2. Notification of Shift Change. Except in cases of emergency, or where the

employee agrees, no change in an employee's shift or tour of duty shall be made without seven (7) days' notice to the employee and the PBA. Thereafter, the PBA may request a meeting with the Chief of Police regarding the proposed change and the reasons therefor prior to the date of change.

3. Posting of Shift Vacancies. A shift vacancy will be posted at least five (5) days before a permanent assignment is made to fill such vacancy. An employee who has applied for such vacancy and is not accommodated may request the Chief of Police to state his reasons for such denial. If an oral explanation is not satisfactory, a written request can be made within five (5) calendar days of such oral presentation and a written explanation will be provided within five (5) calendar days of receipt of such written request. If the employee thereafter desires to invoke the grievance procedure, Step 1 will be deemed satisfied.

4. Exchange of Shift Assignments. Employees shall be permitted to voluntarily swap their tours of duty subject to the approval of the Chief of Police which approval shall not be unreasonably withheld.

5. Notification of Manpower Allocation. The Chief of Police shall serve written notice to the PBA, on a quarter-annual basis, setting forth the minimum manpower allocation established for uniformed patrol officers assigned to patrol cars (exclusive of fixed posts) on each shift.

6. The Department agrees to give as much notice of Mandatory Training as reasonably possible. In the event that an officer's shift must be changed in order to accommodate the training, the notice of same shall be not less than 14 days.

XI. HOLIDAYS

1. Designated Holidays. Employees shall receive payment for fourteen (14) holidays per year as follows:

| | |
|-----------------------|---------------------|
| New Years Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Day |
| Labor Day | Martin Luther King |

2. Payment. In addition to their regular salaries, employees shall receive payment for the above fourteen (14) holidays at the rate of straight time to be paid with, as a part of, their weekly compensation

3. 5- and 2- Employees. Employees mutually agreeing to work a 5- and 2- schedule shall be entitled to time off for each of the recognized holidays. Such time off may not necessarily be afforded on the actual day of the holidays as commanders may be required to make adjustments due to operational necessities.

XII. VACATIONS

1. Annual Vacations. Employees shall be granted annual vacation leave as follows:

| | <u>Vacation Days for Indicated Periods of Service (days)</u> | | |
|-----------|--|--------------------|------------------|
| | <u>1 - 10 Years</u> | <u>11-15 Years</u> | <u>16+ Years</u> |
| Patrolmen | 15 | 20 | 25 |

2. Vacation Credit. Employees hired before January 1, 1983 shall continue to be credited for vacations as of January 1, regardless of the date of employment while employees commencing service after said date will be credited for such vacations on their respective anniversary dates.

3. Selection Method

(a) Deadlines. All officers will select their vacations for the year by March 1st except that an officer may defer picking up to ten (10) days until September 1st. However, such deferred selections shall not supersede any previously approved selections. If an officer fails to select his vacation picks by the required dates, the Chief or his designee will assign such vacation except as provided for in the carry-over provision in Section 4 of this Article.

(b) Procedures. Two (2) patrolmen and one (1) sergeant will be permitted to be on vacation at the same time. Officers will choose in order of seniority within their respective ranks on each shift. However, every officer will be allowed to pick at least two (2) weeks during the period of June 1st through September 30th. In the first round (of either the March 1st or September 1st selection), vacation shall be picked in one-week blocks. In the second round, the remaining days may be picked together or as single days. PBA members can take their vacations in blocks of four (4) if they work the 4/2 work schedule and in blocks of five (5) if they work the 5/2 work schedule. Once submitted to the Chief's office, and approved, by the required dates, no vacation will be rescinded due to manpower shortages that may later occur. This clause shall be known as

the “Donny Rule”.

(c) Changes. Subsequent requests for changes in vacation choices will be granted by the shift commander if they do not cause the shift to fall below the minimum at the time of the request. Responses to vacation requests will be made by the return of the “yellow” copy of the request to the relevant officer. If the request is submitted far enough in advance, approval or denial shall be made within fourteen (14) days of said request. Once approved, the changes will not be rescinded due to manpower shortages that may later occur.

4. Carry-Over. Unused vacation days may be carried over until September 1st of the following year when the employee has been denied his vacation request due to the Township’s manpower requirements. Up to eight (8) days of vacation may be carried over at the option of the employee.

XIII. PERSONAL DAYS OFF

1. In addition to other time off provided herein, employees shall enjoy the following personal day schedule.

- | | | |
|-----|-----------------------------|----------|
| (a) | 0 to 1 year | - 0 days |
| (b) | 1 to 3 years | - 1 day |
| (c) | 3 to 5 years | - 2 days |
| (d) | After completion of 5 years | - 4 days |

2. Notification. The employee seeking personal leave shall give at least forty-eight (48) hours notice to the tour commander. The tour commander shall be responsible for seeking a replacement if it is deemed necessary. The Chief of Police may waive the 48-hour

notice requirement in personal emergency situations. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. P.D.O.'s (Personal Days Off) shall be granted by order of requests. If enough advance notice is given, requests shall be approved or denied fourteen (14) days prior to the requested date(s). Once the request has been approved, the department will assume the responsibility for a shortage of manpower.

3. Carry-Over. Unused personal days, denied for reasons of manpower needs shall be carried over to the following year provided that such day or days shall be used within the first ninety (90) days or be forfeited. However, if a carried over personal day is denied during the 90-day period, the period for use of such day shall be extended ninety (90) days from the date of denial and such 90-day period shall be extended as many times as necessary in the event of further denials.

XIV. INJURY-ON-DUTY LEAVE

Any employee who is injured while acting in the performance of his/her duty, or who becomes ill as a direct result of his/her employment, shall receive full pay less the Workers' Compensation temporary disability payments to which he/she is entitled during the period of his absence from employment for up to one (1) full year.

XV. SICK LEAVE

1. Number of Days. An employee is entitled to one (1) day's leave pay for each month of service during the first year of employment. Thereafter, fifteen (15) days of paid sick leave shall be granted in each calendar year. Sick leave shall accumulate during each employee's tenure.

2. Use of Sick Leave. Sick leave may be used by an employee for a personal illness or when a member of his immediate family and household is seriously ill requiring the care or attendance of such employee. Sick leave may also be used by an employee at the birth of his child provided however that sick leave on each such occasion shall be limited to no more than three (3) days and provided further that the employee has accumulated such time. A certificate of a reputable physician in attendance, or the Township Physician, shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family or household. A certificate from the Township Physician shall suffice as sufficient proof of need for an employee's leave of absence for a personal illness as is present policy.

a. At the option of the Township, an employee may be required to obtain a doctor's note while caring for a family member. The department may require a doctor's note for the officer's sick leave after six (6) occurrences in any one year. If an officer is ordered to be examined by a Township doctor during off duty time (other than the shift for which he is receiving sick leave), he will be compensated at the straight time rate in compensatory time.

3. Retirement Benefit. Effective upon the signing of this Agreement, employees who retire within the meaning of the Police-Firemen's Retirement System, excluding deferred retirement, shall have the option of receiving payment for their accrued unused sick time (days) at the then current rate of pay for a maximum of sixteen (16) pay periods (160 days), or taking such time as terminal leave immediately preceding retirement.

Employees opting to receive payment for accumulated sick time must notify the

Township in writing of this intention in the preceding calendar year. Failure to provide such notification to the Township shall result in any such payment being deferred until the first pay period following adoption of the municipal budget in the following year.

4. Sick Leave Incentive. Employees who do not use any sick time in any six-month period shall be awarded an additional personal day off (PDO) to be taken in the succeeding six-month period (unless denied for manpower reasons in which case the PDO shall be carried over for another six-month period.) An eligible employee shall submit written notification of such eligibility to the Chief's secretary.

XVI. BEREAVEMENT LEAVE

In accordance with existing policy, four (4) days bereavement leave shall be granted in case of the death of a relative defined as: Mother, Father, Sister, Brother, Spouse, Child, Grandparents and corresponding step-relatives and in-laws. Bereavement leave of one (1) day shall be granted upon the death of an Aunt or Uncle or corresponding in-law.

Bereavement Leave pursuant to this provision shall commence with the day of death or the day of the funeral, shall be calendar days, and shall not be in addition to any holiday, day off, or compensatory time falling within the period of bereavement.

The Township may require reasonable verification of the event.

XVII. MEDICAL INSURANCE PROGRAM

1. Hospital and Medical. The Township shall provide for hospital and medical insurance, inclusive of major medical, for all employees and their families at no cost to the employee. The benefit coverage shall be the same as previously provided under the New Jersey State Health Benefits Program. There will be no reduction in any benefits or coverage presently

in effect. The Township shall provide for hospital and medical insurance for all retirees and their spouses, excluding employees who elect deferred retirement, for the life of the retirees.

2. Family Dental Plan. The Township shall provide a family dental plan for all employees with the UCR rate schedule and at a cost not to exceed 1-1/2% of salary costs. The level of coverage shall be mutually agreed upon and annexed to this Agreement.

(a) All employees who retire within the meaning of the Police-Firemen's Retirement system, excluding those employees who elect deferred retirements, shall enjoy a fully paid family dental plan until they reach the age of 65.

XVIII. LEGAL DEFENSE

1. The Township shall provide defense for employees in action or legal proceedings arising out of or incidental to the performance of duties pursuant to N.J.S.A. 40A:14-155 as follows:

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 the 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 officer, he shall be reimbursed for the expense of his defense.

2. Legal Fees. If a lump sum is not agreed to, the Township will pay up to one hundred and twenty-five dollars (\$125.00) per hour to the attorney selected by the employee to assume sole control of his defense (except where an insurance company is providing the defense, in which case the company provides the attorney).

3. Professional Liability. A police professional liability package shall be provided by the Township as required by applicable law. The level of coverage shall be annexed to the agreement.

XIX. JUST-CAUSE PROVISION

No officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Town, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 11 or 40A.

XX. EMPLOYEE RIGHTS DURING INVESTIGATION

1. Charges or complaints against any employee of the Police Department may be investigated by the Chief of Police or his designee. In the event that an employee is called in to an "investigatory meeting" from which he can reasonably expect to receive discipline, he shall have the right to have a union representative present if he or she so desires. In addition, the officer has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview. The

findings of any such investigation may be presented to the Director of Public Safety who shall either dismiss the matter or decide to hear it upon the presentation of formal charges.

2. In the event of a formal hearing before the director, the employee will be notified in writing of the hearing date, charges, complainant's name and the name of any witnesses. A stenographic record of the hearing may be taken with the costs for the attendance of the certified shorthand reporter to be shared equally by both the Township and the PBA. In the event either the township or the PBA should require a transcript of the proceedings, the one ordering same will be obligated to pay the costs of producing the transcript.

3. The accused employee or employees shall have the right to be represented by counsel during hearings before the director and shall have the right to consult with counsel at any step of the procedure with no cost to the Township.

XXI. PERSONNEL FILES

Subject to the supervision of the Township, each employee shall be permitted to review his/her personnel file. From that date forward, the Township shall notify said member prior to inserting any future additions, memoranda, citations, etc. to the file and shall provide him with a copy of same. The employee shall have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

XXII. SAFETY REGULATIONS

All vehicles supplied by the department will be in a safe and road-worthy condition. All equipment supplied by the department will be functional and suitable for the use intended. Any malfunction or unsafe condition of a vehicle shall be reported to the tour commander, or other

person the Chief of Police shall designate in writing, who will cause the vehicle or equipment to be inspected and the necessary remedial action to be taken. A vehicle status board shall be maintained by the officer in charge of maintenance, or other individual in the control center, designated by the Chief in writing, showing which cars are in-service and out-of-service.

XXIII. UNION BUSINESS

1. Time Off For Meeting. The state delegate or alternate delegate of the PBA shall have the right to attend regular monthly state PBA meetings without loss of pay or time off. Any two representatives (i.e., president, state delegate, alternate delegate) selected by the PBA shall have the right to attend the state convention without loss of pay or time off and a third representative may enjoy the same benefits subject to the approval of the Chief which approval shall not be unreasonably withheld. The PBA President shall be permitted to attend monthly meetings without loss of pay or time off so long as such attendance will not unreasonably interfere with the operations of the Department. The state delegate, or the president, or the alternate delegate shall have the right to attend the Essex County Conference meetings without loss of pay or time off. All of the aforementioned shall be subject to manpower needs of the department permitting.

2. Rules, Regulations, Bulletins and Special Orders. The department shall supply and maintain a current book(s) containing all rules, regulations, bulletins and special orders pertaining to the everyday operation of the department and department policy. Such book(s) shall be updated as appropriate and be available to every member of the department for inspection 24 hours per day. Any order issued that counteracts prior orders shall so state and shall reference the original order by date and number. A copy of said book(s) shall be furnished

to the PBA.

3. Bulletin Board. The Township shall permit the PBA to locate a PBA bulletin board on a designated wall in the report room of police headquarters. Such bulletin board shall be reserved for PBA business only.

4. Promotional List. The Township shall make available a current running promotional list in accordance with civil service rules and regulation.

XXIV. NEGOTIATIONS PROCEDURES

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Public Employment Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the employees included in Article 1. Such negotiations shall begin not later than October 15th. Any Agreement so negotiated shall be reduced to writing and signed by authorized representatives of the Township of Nutley and the Nutley PBA Local #33, Inc.

2. The Township agrees that there shall be no change in the terms and conditions of employment as provided by this Agreement during the lifetime of this Agreement, except through negotiations between the parties.

3. Whenever any representative of the PBA is mutually scheduled by the parties to participate in negotiations during the employee's scheduled working hours, he/she shall suffer no loss of pay or other fringe benefits. Provided, however, should more than two (2) officers from any shift be required to attend negotiating sessions during their scheduled working hours, then, and in that event, the PBA shall supply substitutes, person-for-person, so as to insure adequate manpower requirements.

XXV. OUTSIDE EMPLOYMENT

Effective on signing the contract, the outside employment construction rate shall be increased to \$55.00 per hour.

XXVI. DURATION OF AGREEMENT

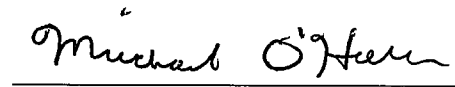
This Agreement shall remain in full force and effect until December 31, 2007 and thereafter from year to year until terminated. If either party wished to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, it must notify the other party in writing. This Agreement shall, however, remain in full force and effect on a day to day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

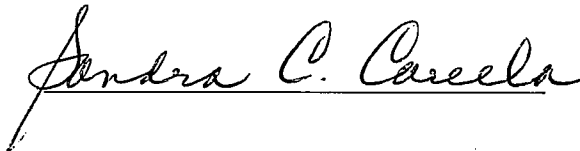
TOWNSHIP OF NUTLEY



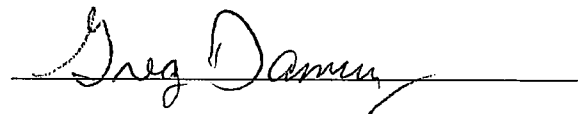
NUTLEY PBA LOCAL #33

 5-5-06

ATTEST:



ATTEST:



SIDE BAR AGREEMENT

WHEREAS the Township of Nutley and PBA Local 33 have engaged in collective bargainings in order to negotiate a new 4 year collective bargaining agreement from January 1, 2004 through December 31, 2007.

WHEEAS the Township was desirous of increasing the amount of training hours from 16 to 40 hours per year additional time.

WHEREAS Article IX Paragraph 3A specifies that the employees will work 40 additional hours.

THEREFORE, it is specifically understood, that although the collective bargaining agreement does not specify additional compensation is being given to the officer, it is recognized by the parties the following increases were made in base salary before the across the board raise is applied to compensate employees for training time pursuant to FLSA rules and regulations.

- | | | |
|----|-----------------|--|
| 1. | January 1, 2004 | \$450.00 |
| 2. | January 1, 2005 | an additional \$450.00 for a total of \$900.00 |
| 3. | January 1, 2006 | + an additional \$450.00 for a total of \$1,350.00 |
| 4. | January 1, 2007 | + an additional \$450.00 for a total of \$1,800.00 |



PBA Local 33

Dated: _____



Township of Nutley

Dated: _____