

COLLECTIVE BARGAINING AGREEMENT

2009 – 2012

BETWEEN

TOWNSHIP OF NUTLEY
AND
I.B.E.W. LOCAL 1158

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TOWNSHIP OF NUTLEY

PREAMBLE

This AGREEMENT, made this _____ day of _____ 2012 between the Township of Nutley, hereinafter referred to as the "TOWNSHIP" and Local 1158, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., hereinafter referred to as the "UNION".

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

I. RECOGNITION OF BARGAINING UNIT

The Township hereby recognizes the aforementioned Local 1158 as the exclusive representative for all communications operators employed in its Police Department excluding all other employees.

II. REPRESENTATION FEE

If an employee does not become a member of the Union 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 Union for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the Union will submit to the Township a list of those employees who have neither become members of the Union for the then current membership year nor paid directly to the Union 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 Union.
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 Union 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 transmission of such fees to the Union will, as nearly as possible, be the same as membership dues to the Union.
5. Changes. The Union 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 deductions made more than ten (10) days after the Township receives said notice.
6. New Employee. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Union 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 Union 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 Union under this article.

III. MANAGEMENT RIGHTS

1. The Union 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 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 modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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 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. GRIEVANCE PROCEDURE

1. Definition. A grievance is defined as an alleged violation of this agreement, or dispute concerning an administrative police decision. A grievance shall not include disciplinary matters appealable to the Merit System Board.

2. Purpose. The purpose of this procedure is to secure a resolution at the lowest possible level of grievances which may arise between the parties. Both parties agree that these proceedings will be kept as formal and confidential as may be appropriate.

Nothing herein shall be construed as limiting the right of any employee having a grievance from discussing the matter informally with any appropriate members of the police administration and having the grievance adjusted without

intervention of the union provided the adjustment is not inconsistent with the provisions of this agreement. The union will have the right to be present at such meetings provided the grievant so requests.

The duly authorized shop steward shall be given time off without loss of compensation to attend grievance proceedings.

3. Procedures. An aggrieved employee shall institute action under the provisions of this procedure within twenty (20) calendar days of the occurrence which gives rise to the grievance. Failure to act within said twenty (20) days shall be deemed to be an abandonment of the grievance.

Step 1. An employee with a grievance shall reduce the claim to writing and submit it to the Chief of Police within twenty (20) days of the event giving rise to the grievance.

Step 2. If the grievance is not resolved to the satisfaction of the grievant at Step 1 or if there is no response by the Chief of Police within the time permitted, then, the grievant may submit the matter in writing, no later than five (5) days from the time a response was due or received at Step 1, to the Director of Public Safety.

Step 3. In the event the grievant is not satisfied with the decision of the Director of Public Safety, the union and only the union may submit the matter to binding arbitration pursuant to the rules of the New Jersey State Board of Mediation, provided the matter in dispute relates to a term or provision of this contract. It is understood that grievances concerning administration policies and decisions may not be submitted to binding arbitration.

4. Arbitration. The arbitrator shall be selected by the parties in accordance with the rules of the New Jersey State Board of Mediation. The arbitrator's decision shall set forth findings of fact, reasons and a conclusion, shall be in writing and be limited to the issue submitted for decision. The arbitrator's decision shall be binding on the parties. The costs for the services of the arbitrator shall be borne equally by the parties.

5. Group Grievance. A grievance affecting a group of employees may be submitted by the union on behalf of the named group at Step 1 of the grievance procedure.

VI. 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.

VII. 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.

Personal Days Off, (PDO's) 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.

VIII. SICK LEAVE

1. Number of Days. An employee is entitled to one (1) sick day off with 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.

3. Sick Leave Incentive. Employees that 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.

IX. BEREAVEMENT LEAVE

In accordance with existing policy four 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 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 other holiday, day off, or compensatory time falling within the period of bereavement.

The Township may require reasonable verification of the event.

X. 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 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 ½% of salary costs. The level of coverage shall be mutually agreed upon and annexed to the Agreement. All employees who retire within the meaning of the Public Employee'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.

XI. JUST CAUSE PROVISION

No employee shall be discharged or disciplined without just cause.

XII. PERSONNEL FILES

Subject to the supervision of the Township, each employee shall be permitted to review their personnel file. From that date forward, the Township shall notify said employees 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.

XIII. SAFETY REGULATIONS

The Township agrees to meet with representatives of the union concerning any matter of safety.

XIV. 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 I. Such negotiations shall begin not

later that May 1st. Any Agreement so negotiated shall be reduced to writing and signed by authorized representative of the Township of Nutley and the union.

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

XV. VACATION LEAVE.

1. Employees shall be granted the following annual leave with pay:

Up to five (5) years of service:	Twelve (12) days
After five (5) years of service and up to twelve (12) years of service:	Fifteen (15) days
After twelve (12) years of service and up to fifteen (15) years of service:	Eighteen (18) days
After fifteen (15) years of service:	Twenty-two (22) days

2. One employee per shift shall be permitted to be on vacation at any given time without regard to the number of police officers available to work, provided that the selection is made prior to March 1st. After March 1st, requests for vacation will be evaluated in consideration of total manpower availability. Approval will not be withheld in circumstances wherein sufficient police manpower exists to accommodate the request.

3. 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 five (5) days of vacation may be carried over at the option of the employee.

XVI. WAGES

Wages shall not be increased in 2009. Effective January 1, 2010 wages shall be increased by 2.5%. Effective January 1, 2011 wages shall be increased by 3.0%. Effective January 1, 2012 wages shall be increased by 3.5%. The base salary for all employees recognized as being represented by the I.B.E.W. shall therefore be as set forth below:

	<u>01-01-09</u>	<u>01-01-10</u>	<u>01-01-11</u>	<u>01-01-12</u>
Dispatcher 3 rd Year	\$41,853.54	\$42,899.87	\$44,186.86	\$45,733.40
Dispatcher 2 nd Year	\$39,253.54	\$40,234.87	\$41,441.91	\$42,892.37
Dispatcher 1 st Year	\$36,653.54	\$37,569.87	\$38,696.96	\$40,051.35

Salaries for new employees (Step Placement) shall be at the discretion of the Director of Public Safety based upon the experience and training of such employee.

XVII. WORK SCHEDULE

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.

2. Overtime Rate. In the event an employee is called to work at a time other than regularly scheduled hours of work, but excluding disciplinary hearings, the employee shall be paid at the rate of time and one half the employee's base rate of pay for all such hours worked, with a guaranteed minimum of two (2) hours, provided, however, that the two hours minimum guarantee shall not apply to overtime work contiguous to the employee's regular work hours.

All overtime payments made 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.

3. Exchange of Shift Assignment. 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.

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 wrist watches which shall be covered to a maximum of \$75 per occurrence. Prescription eyeglasses shall be covered to a maximum of \$250.00 per occurrence.

XX. UNUSED SICK DAYS AT RETIREMENT

Pay for accumulated unused sick days, computed in accordance with the municipal ordinance, which shall nevertheless not exceed a payment of one hundred (100) such days on retirement and shall be paid in one lump sum to the employee upon retirement.

XXI. MISCELLANEOUS

1. SHOP STEWARD. The shop steward shall be released for up to two (2) hours each month without loss of pay for union business up to a maximum of twenty (20) hours per year. The Department may assign any qualified employee to fill in for that period.
2. RIGHT OF FIRST REFUSAL. Overtime required to fill desk vacancies created by the shortage of a dispatcher shall initially be offered to dispatchers. In the event that no dispatcher wishes to voluntarily accept such overtime, an offering will be made to police officers. In the event that the vacancy is not voluntarily filled by dispatch or police personnel, a dispatcher will be ordered in to fill the vacancy.

XII. LONGEVITY PAY

The longevity pay program shall continue in all respects as presently constituted for all employees.

XXIII. DURATION OF AGREEMENT

XVIII. HOLIDAYS.

These employees shall be compensated for fourteen (14) holidays per year as follows:

New Year's 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 Birthday

XVIX. UNIFORM ALLOWANCE & MAINTENANCE

1. Clothing Account. The Department shall establish, with a vendor to be selected by the Township, an annual clothing account in the amount of \$400.00 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 clothing account shall be made available to employees in the first pay period following adoption of the annual budget.

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 of \$600.00, payable in the first pay period following adoption of the annual budget.


3. Replacement Costs. In addition to the aforementioned clothing account and maintenance allowance, each employee shall be entitled to be reimbursed the replacement cost of any clothing or apparel damage or destroyed while employed in their capacity as a Dispatcher provided it is reported to the Chief

This Agreement shall remain in full force and effect until December 31, 2012 and thereafter from year to year until terminated. If either party wishes 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.

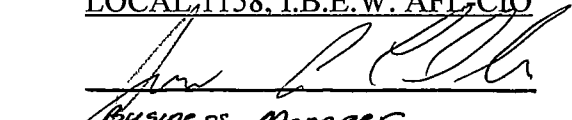
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures

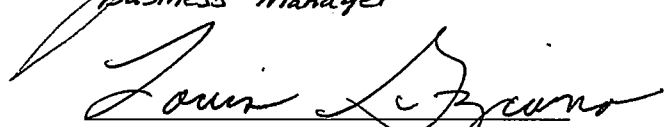
TOWNSHIP OF NUTLEY

LOCAL 1158, I.B.E.W. AFL-CIO



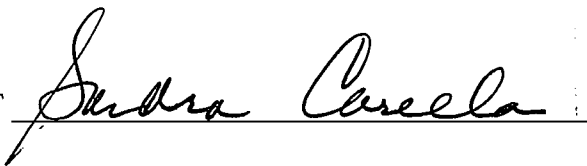
Alphonse Petracco, DIRECTOR
Department of Public Safety



Business Manager


Business Representative

DATE: 3/27/12

ATTEST 

ATTEST _____