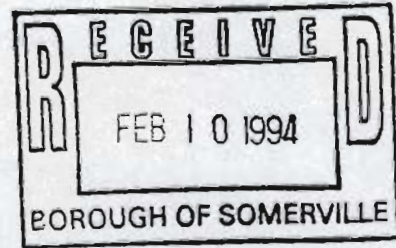


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AGREEMENT

BETWEEN

BOROUGH OF SOMERVILLE
SOMERSET COUNTY, NEW JERSEY

AND

SOMERVILLE PBA LOCAL NO. 147

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

LAW OFFICE:

RUDERMAN & GLICKMAN, P.C.
56 PARK PLACE
NEWARK, NEW JERSEY 07102
(201) 624-7755

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ARTICLE I

RECOGNITION

A. The Borough recognizes the PBA as the sole and exclusive bargaining representative of all police officers in the position of Patrol Officer and Sergeant, including Detectives, but excluding all other employees employed by the police department, the Lieutenants, Captain and the Chief of Police.

B. As used in this Agreement, the term "officer" refers to the aforementioned Patrol Officers and Sergeants, including Detectives, employed by the police department.

C. No full-time employee covered by this Agreement shall be replaced by any non-police officer, part-time or other personnel. No post presently filled by a full-time employee covered by this Agreement shall be covered by any non-police officer, part-time or other personnel.

ARTICLE II

RETENTION OF BENEFITS

A. No officer shall suffer a reduction in pay or other benefits by the execution or application of this Agreement.

ARTICLE III

SEPARABILITY CLAUSE

A. 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 to provide for a mandatorily negotiable substitute.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights

1. To the executive management and administrative control of the government and its properties and facilities and the activities of its officers;

2. To hire all officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer officers;

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and the United States.

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

ARTICLE V

GRIEVANCE PROCEDURE

DEFINITION

A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement, policies or administrative decisions affecting an officer or a group of officers.

PROCEDURES

STEP ONE

The grievant and the President of the PBA, or his duly authorized and designated representative, shall present the grievance(s) in writing to the immediate supervisor within thirty (30) calendar days of the occurrence giving rise to the grievance or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance in writing within ten (10) calendar days from the date of the presentation.

STEP TWO

If the grievance is not resolved at Step One, or if an answer has not been received by the PBA within the time set forth in Step One, the PBA shall present the grievance, in writing, within ten (10) calendar days to the Chief of Police or his duly designated representative. At the request of either party, discussion to

settle said grievance may ensue. The Chief of Police shall answer the grievance in writing within ten (10) calendar days after receipt of said grievance.

STEP THREE

If the grievance is not resolved at Step Two, or if no answer has been received by the PBA within the time set forth in Step Two, the grievance may be presented in writing to the Mayor and Council within ten (10) calendar days. At the request of either party, a meeting shall be held within ten (10) days in an attempt to settle said grievance. The decision of the Mayor and Council shall be given in writing to the PBA within thirty (30) calendar days after receipt of the grievance thereby allowing time for the option of said meeting.

STEP FOUR

If a grievance is not settled in the steps provided for in this Article, as set forth above, the PBA shall have the right to submit only those grievances involving the interpretation or application of this Agreement to binding arbitration under the rules and regulations of the New Jersey State Public Employment Relations Commission (PERC).

ARBITRATION

The arbitrator shall conduct the hearings, if any, in accordance with the rules and regulation of PERC. If arbitrability is raised as an issue, the arbitrator shall determine, as a threshold issue, the arbitrability of a claim. The decision of the arbitrator, along with his or her reasoning, shall be final and

binding on all parties and shall be submitted in writing to the Borough and the PBA within thirty (30) calendar days following the hearing. The cost of the arbitrator's services and expenses shall be borne equally between the parties.

ARTICLE VI

BASE SALARY AND WAGES

A. 1. Effective January 1, 1994, the annual base salary for all bargaining unit members shall be as follows:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman - Starting	\$36,004.00
Patrolman - 1st Year	38,885.00
Patrolman - 2nd Year	41,995.00
Patrolman - 3rd Year	45,354.00
Patrolman - 4th Year	48,983.00
Sergeant	53,881.00

2. Effective January 1, 1995, the annual base salary for all bargaining unit members shall be as follows:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman - Starting	\$37,444.00
Patrolman - 1st Year	40,440.00
Patrolman - 2nd Year	43,675.00
Patrolman - 3rd Year	47,169.00
Patrolman - 4th Year	50,942.00
Sergeant	56,037.00

3. Effective January 1, 1996, the annual base salary for all bargaining unit members shall be as follows:

<u>CLASSIFICATION</u>	<u>SALARY</u>
Patrolman - Starting	\$39,129.00
Patrolman - 1st Year	42,260.00
Patrolman - 2nd Year	45,640.00
Patrolman - 3rd Year	49,291.00
Patrolman - 4th Year	53,235.00
Sergeant	58,558.00

B. Pay for Higher Rank

Any officer assigned to the duties of a higher rank for six (6) consecutive hours or more shall be compensated for those hours at the rate of the higher rank as if he were assigned permanently to that position. The assignment of a Patrolman to Sergeant shall be automatic as the need arises; however, the assignment of a Sergeant to a Lieutenant or Captain's position must be specifically assigned by the Chief, or his designee.

C. Senior Status Differential

In addition to the above annual basic wage, each officer, with five (5) or more years of service that is ineligible to receive longevity payments shall be paid a senior status differential of four percent (4.0%) above base pay as of the anniversary date of his employment in his qualifying year.

D. Longevity Increments

In addition to the above annual basic wage, each officer, hired before January 1, 1977, shall be paid a longevity increment based upon his years of continuous employment as of the anniversary date of his employment in his qualifying year in accordance with the following schedule:

5 Years	- 2%
10 Years	- 4%
15 Years	- 6%
20 Years	- 8%

E. Pay checks shall be issued on alternate Fridays.

ARTICLE VII

CLOTHING AND MAINTENANCE ALLOWANCE

A. The following list represents the minimum initial uniform supply which shall be new issue and given to all new members of the department:

4 Uniform Trousers	1 Uniform Trooper Hat
2 Khaki Trousers	1 Utility Cap
6 Short Sleeve Uniform Shirts	1 Garrison Belt
6 Long Sleeve Uniform Shirts	1 Necktie, Collar Insignia, Tie Clasp
2 Khaki Shirts (Seasonal Sleeve Length)	1 Bulletproof Vest & Cover
1 Pair of Black Shoes	Nameplate
1 Pair of Boots	2 Speed Strips
1 Pair of Rubbers	5 Pairs of Black Socks
1 Raincoat	

B. The following items shall be supplied to all officers but will remain the property of the Borough. These items need not be new provided that they are in good condition:

Automatic Pistol	Handcuffs & Keys
Holster	Handcuff Case
2 Clips or Magazines	Belt Keepers
Nightstick & Ring	Utility Suit
Flashlight	Ammunition
Riot Helmet	Hat & Breast Badges

C. The uniform and equipment items listed above shall be supplied by the Borough in lieu of the first calendar year's clothing allowance. Further, the second calendar year's clothing

allowance will be pro-rated from the anniversary date of the officer's employment to December 31st of that year.

D. Each officer shall be guaranteed a minimum clothing allowance of Six Hundred Dollars (\$600.00) under the current voucher system for uniformed personnel and under the current reimbursement system for non-uniformed officers. Purchases must be approved by the Chief of Police, or his designee, through October 31st and the officer may use his own discretion thereafter provided such purchases are made under the current voucher or reimbursement system. No requests for purchases shall be unreasonably made nor denied nor shall any officer be unreasonably directed to make purchases.

E. If an officer is assigned to or from non-uniformed duties during any calendar year, said officer shall be granted an additional clothing allowance of One Hundred and Fifty Dollars (\$150.00) at the time of his assignment. The Chief of Police may, in his discretion, grant another additional One Hundred and Fifty Dollars (\$150.00) during the year of transfer.

F. Each officer shall be paid a clothing maintenance allowance in the amount of Five Hundred Dollars (\$500.00), half on or about June 1st and half on or about December 1st.

G. The Borough shall provide payment for the replacement of uniforms, clothing, eyeglasses, watches, etc., destroyed in the line of duty, upon presentation of proof of such damage to and approved by the Chief of Police, or his designee, which approval shall not be unreasonably withheld. (The Borough's liability for

watches shall be limited to Two Hundred Dollars (\$200.00) per incident).

H. The Borough may provide additional clothing maintenance payments for the cleaning of uniforms in extraordinary circumstances upon approval of the Chief of Police which approval shall not be unreasonably withheld.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. Scheduled Off Days

Officers who are assigned to the patrol division work the equivalent of thirteen (13) days more per year than those assigned to non-uniformed duties and shall be compensated by the granting of thirteen (13) scheduled off days ("S.O." Days) to be scheduled by the Chief of Police, or his designee, in accordance with present seniority practice.

B. On Call

Any officer placed "on call" and required, during off-duty hours, to be available to report for court at any unscheduled time, shall receive compensatory time off of fifty percent (50%) of all hours "on call" during the normal court schedule.

C. Court Time

Court time shall consist of all time, excluding regular tour of duty, during which any officer shall be required to attend a municipal court, county court, superior court, grand jury proceedings or other courts or administrative bodies, pursuant to his duties as a police officer. If an officer is required to appear in court pursuant to the above, he shall be guaranteed a minimum of two (2) hours of overtime pay at the rate of time and one-half (1-1/2).

D. Call In

Officers called into work or recalled for other than normal tour of duty or court time shall be guaranteed a minimum of two (2)

hours overtime at the rate of time and one-half (1-1/2).

E. "4-10" Work Schedule

The patrol division's modified "4-10" work schedule, currently in effect, shall not be unilaterally changed by the Borough except upon the showing of good cause for the orderly or efficient management of the Borough Police Department.

ARTICLE IX

HOLIDAYS

A. Each shift-work officer of the police department shall receive a full day's pay at the rate of time and one-half (1-1/2) in addition to his regular salary for thirteen (13) holidays.

B. All holiday pay is to be paid in two separate checks: for the first six (6) holidays not later than June 1st and for the next seven (7) holidays not later than December 1st of the respective year.

ARTICLE X

PERSONAL DAYS

A. Each officer shall be granted three (3) personal days off during a calendar year extending from January 1st to December 31st provided seven (7) days advance notice has been given to the Chief of Police. Said personal days may be added to the vacation leave specified in Article XI. Personal days shall be earned at the rate of one (1) day for each four month period worked or paid. An officer shall be entitled to take up to three (3) personal days in advance of earning them provided, however, that the Borough shall be permitted to withhold from an officer's final salary check all payments for personal leave which were granted but not earned.

B. In the event the personal days referred to in Section 1 are not used, they may be accumulated with the accumulated sick time due each individual officer.

C. In case of an "emergency" situation, an officer may be granted a personal day off upon approval of his immediate supervisor, and will not have to conform with the mandated seven (7) days advance notice.

D. Personal days shall be calculated day-for-day for all officers.

ARTICLE XI

VACATION

A. Vacation leave shall be earned and granted, with the approval of the Chief of Police, which approval shall not be unreasonably withheld, in accordance with the following schedule and current practice:

<u>Years of Service</u>	<u>Working Days Vacation</u>
0-1	0*
1-5	14
6-10	17
11-15	20
16-19	23
20+	24 working days, plus one day for every year over twenty to a maximum of twenty-seven (27) workdays.

* New officers shall not be entitled to vacation leave until the completion of the first year of service. The Chief of Police may, at his discretion, grant an officer vacation prior to the completion of the first year of service. If said leave is granted, the amount of leave shall be deducted from the fourteen (14) days to which the officer is entitled in his second year as a result of his first year of service. The decision of the Chief of Police to grant or not to grant vacation leave prior to the completion of the first year of service shall be final.

B. If an officer is absent from duty with a service-connected illness or injury and is unable to take his scheduled

number of days vacation for that year, the unutilized vacation days will be carried in total to the following calendar year and will be taken at the discretion of the Chief of Police.

C. Split vacation periods are permitted without limitation in accordance with the number of days accrued.

D. Vacation days shall be calculated in hours for officers on the "4-10" work schedule.

ARTICLE XII

INJURY-ON-DUTY-LEAVE

A. An officer who is absent because of a disability or trauma caused in the line of duty and in the usual course of employment shall receive an equivalent of full pay and benefits (Worker's Compensation and Borough differential) for up to one (1) year from the date of the injury or illness which shall be based on satisfactory proof of the injury or illness and the continuing disability of the officer.

B. When such leave is granted, the officer shall not be charged ordinary sick leave or vacation. However, if this leave expires, the officer may utilize sick leave or vacation if required to remain off duty.

C. The Mayor and Council may require that an officer on a compensation benefit leave be examined by a Borough-appointed physician, or other physician, to determine the officer's ability to return to work. Should the physician find the officer is not fit for duty, he shall continue to receive his full pay and benefits for up to one (1) year from the date of injury or illness. Should the physician find the officer fit for duty, he shall be assigned such duties by the Chief of Police equal to his ability to perform and his compensation benefit payments shall be discontinued.

ARTICLE XIII

SICK LEAVE

A. Each officer shall be granted twelve (12) sick days per year up to the time of termination of employment. The amount of such leave not taken shall accumulate from year to year. Sick leave shall be earned at the rate of one (1) day for each month worked or paid for. An officer shall be entitled to take up to twelve (12) sick leave days in advance of earning them provided, however, that the Borough shall be permitted to withhold from an officer's final salary check all payments for sick leave which was granted but not earned.

B. Sick days shall be calculated in hours for officers on the "4-10" work schedule.

ARTICLE XIV

BEREAVEMENT LEAVE

A. An officer shall be granted three (3) consecutive working days off with full pay at the time of the death of an officer's spouse, child, parent, brother or sister, grandparent or step relatives of similar degree, and corresponding relatives of an officer's spouse. An additional day may be granted, upon request, by the Chief of Police.

B. Bereavement leave days shall be calculated day-for-day for all officers.

ARTICLE XV

TERMINATION OF EMPLOYMENT BENEFITS

A. Upon retirement because of age or disability, the Borough shall pay the full amount of sick leave accrued by the officer up to a maximum of one hundred thirty (130) days at his prevailing rate of pay.

1. Officers shall have the option to be paid for such accrued sick leave, as specified above, or may elect to take the time off.

2. In the event of the death of an officer, the officer's estate shall receive the payments provided for in this section.

B. Upon termination of employment for any reason, an officer, or in the case of his death, his estate, shall be entitled to receive payment pro-rated to the date of termination for earned vacation pay, holiday pay and clothing allowance.

C. In lieu of hospital and medical insurance reimbursement for retirees, all employees hired on or before January 1, 1995 shall receive, upon full retirement pursuant to PFRS, with twenty-five (25) years of service, a "retirement adjustment" of \$200.00 for each year of service.

ARTICLE XVI

INSURANCE PLANS

A. 1. The Borough shall provide hospital and medical insurance (including Rider J, major medical and prescription coverage) for all officers and their dependents at no cost to the officers at not less than the level of coverage in effect at the commencement of the negotiations resulting in this Agreement.

2. Effective April 1, 1995, the prescription plan shall be modified to provide for a \$3.00 co-pay for generic drugs and a \$5.00 co-pay for brand name drugs.

B. The Borough shall provide a full-family dental plan, mutually selected by the parties and with the level of coverage attached to this Agreement as an appendix, at no cost to the employees for any increases in the dental premium rates for the duration of the contract period.

ARTICLE XVII

ADDITIONAL TRAINING

A. The Chief of Police will make available any and all updated courses that would benefit an individual officer in the Somerville Police Department. This information shall be posted on the bulletin board. In the event an officer desires to take advantage of such training, he shall request approval from the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE XVIII

COLLEGE CREDIT PROGRAM

A. Officers shall be reimbursed for seventy-five percent (75%) of tuition and textbook costs of a successfully completed accredited college-course related to the police field or that meets the requirements for a degree program in the police field during the course of his employment.

ARTICLE XIX

PERSONNEL FILES

A. Each officer shall have the right to inspect his personnel file (except in the event of an ongoing investigation) within a period of forty-eight (48) hours after the request is made and at a reasonable time, provided that the Chief of Police, or his designee, is present at the time of inspection. A representative of the PBA may be present when requested by the officer concerned.

B. Except in the event of an ongoing investigation, no document or report shall be placed in an officer's personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory materials and his answer shall be attached to the file copy.

ARTICLE XX

JUST-CAUSE PROVISION

A. 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 Council, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A.

ARTICLE XXI

EMPLOYEE RIGHTS DURING INVESTIGATIONS

A. Officers shall be afforded their rights of representation during investigations in accordance with the rights accorded to police officers as more particularly set forth in the case of In Re: NLRB v. Weingarten, 420 U.S. 251 (1955), and its progeny.

ARTICLE XXII

REPRESENTATION FEE

A. If an employee does not become a member of the PBA during any membership year (i.e., from January 1st to the following December 31st) 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 1st of each year, the PBA will submit to the Borough 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 Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule

The Borough 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 Borough; 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 Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough 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 representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes

The PBA will notify the Borough in writing of any changes in the list provided for in Paragraph 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 Borough receives said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough 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.

ARTICLE XXIII

NON-DISCRIMINATION

A. The Borough and the PBA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, or political affiliation.

B. The Borough and the PBA agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the PBA against any employee because of the employee's membership or non-membership or activity or non-activity in the PBA.

ARTICLE XXIV

MISCELLANEOUS

A. The practice of delivery of Borough Council mail by police officers covered by this contract, shall be discontinued immediately. The Department shall, however, retain the power in emergency circumstances to direct officers to make a particular delivery.

ARTICLE XXV

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from January 1, 1994 through December 31, 1996 and shall continue in full force and effect until a successor Agreement is signed. All salaries and benefits as set forth herein shall be retroactive to January 1, 1994, notwithstanding the date of execution hereof, for all officers employed during the contract period.

IN WITNESS WHEREOF the PBA and the Borough have caused this Agreement to be signed by their duly authorized representatives.

SOMERVILLE PBA LOCAL NO. 147

BOROUGH OF SOMERVILLE

DATED: _____

DATED: _____

WITNESS

DATED: _____