

**AGREEMENT**

**BETWEEN**

**BOROUGH OF SOMERVILLE  
SOMERSET COUNTY, NEW JERSEY**

**AND**

**SOMERVILLE PBA LOCAL NO. 147**

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**JANUARY 1, 2019 through DECEMBER 31, 2022**

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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 his Agreement shall be covered by any non-police officer, part time or other personnel.

## **ARTICLE II**

### **RETENTION OF BENEFITS**

A. Proposed new rules or modification of existing rules governing negotiable working conditions shall be negotiated with the PBA before they are established.

B. When an employee is a party to litigation arising out of the course of his or her employment for which the Borough is statutorily obligated to provide legal representation, the employee shall have the right to select their own legal counsel. If the employee selects their own legal counsel, the Borough of Somerville shall only be obligated to pay the hourly rate paid to the Municipal Attorney.

### **ARTICLE III**

#### **SEVERABILITY 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 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. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

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

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by the PBA on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

C. 2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled exclusively by either statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

### **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. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant.

### **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. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

### **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 regulations 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.

E. Upon prior notice to and authorization of the Borough, the designated PBA representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limit prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

G. A grievance may be initiated at the lowest step where a remedy is jurisdictionally possible.

## ARTICLE VI

### BASE SALARY AND WAGES

A. Base annual salaries for employees covered by this Agreement shall be as set forth on Schedule A annexed.

B. Pay for Higher Rank

Any officer assigned or required by regulations to assume the duties and responsibilities of an officer of a higher rank for two (2) 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, retroactive for all hours worked during which said duties or fractions thereof were performed. 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

1. In addition to the above annual basic wage, all officers hired before January 1, 2012, 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. This amount shall be part of an officer's base pay and shall be paid in equal installments with the Borough's regular payroll cycles.
2. All officers hired on or after January 1, 2012, Section C. 1. above shall be null and void and the following shall be applied: In addition to the annual basic wage, each officer, with ten years of service shall be paid a senior status differential of two percent (2.0%) above base pay as of the anniversary date of his employment in his qualifying year. This amount shall be part of an officer's base pay and shall be paid in equal

installments with the Borough's regular payroll cycles.

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. In the years in which a 27 pay period occurs, the Officers annual salary will be divided evenly as possible over each pay period.

F. Effective January 1, 2004 each Detective shall receive an annual stipend of three (3%) salary increase for the duration of the assignment.

G. In the event that there are less than four (4) detectives covering the duty of being "on call" for any period of time greater than one (1) month, each Detective sharing those duties shall receive a proportional share of a total of twelve (12) percent annual stipend for that period of time.

**ARTICLE  
VII**

**CLOTHING AND MAINTENANCE ALLOWANCE**

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

2 Khaki Trousers	1 Uniform Trooper Hat
2 Khaki Shirts	1 Utility Cap
4 Uniform Trousers	1 Garrison Belt
6 Short Sleeve Uniform Shirt	1 Necktie and Tie Clasp
6 Long Sleeve Uniform Shirt	1 Pair of Colar Insignia
1 Pair of Boots	1 Bulletproof Vest with Carrier
5 Pair of Black Socks	1 Nameplate
1 Winter Uniform Overcoat	1 Raincoat
1 Sweater	2 Embroidered Turtle Necks
	1 Embroidered Dickie

The list above is not inclusive of all allowable items, if other items are requested, if approved by the Chief of Police shall be added to the list. Denial of such requests cannot be unreasonably withheld.  
(this was from last MOU)

B. 1. The following items shall be supplied to all officers but will remain the property of the Borough. These items need not be new if they are in good condition.

1 Automatic Pistol	1 Pair of Handcuffs and Keys
1 Holster	1 Handcuff Case
Amunition	Hat & Breast Badge
3 Magazines (1 in gun plus 2 additional)	5 Belt Keepers
1 (2) Magazine Holder	1 Utility Suit & Class C Polo Shirt 1
ASP Baton and Scabbard or Nightstick and Ring	1 Sam Brown Belt
1 Rechargeable Flashlight	1 OC Spray and Holder (Optional) 1
Riot Helmet	

*In addition to replacement of the initial issue clothing and equipment, officers shall be permitted to purchase any police job related clothing or equipment using their annual clothing allowance in accordance with the Chief's approval.*

B. 2. In addition to the above listed property, officers will be permitted to purchase replacement batteries and bulbs for flashlights out of their allowance.

Ballistic vests are to be replaced at the Borough's sole expense not to exceed \$500.00 every five (5) years. Officers opting for a more expensive vest, exceeding \$500.00 may apply funds from their respective clothing allowance to make up the difference. It shall be mandatory that all police officers wear their vests while on duty unless otherwise determined by the Chief of Police.

C. 1. 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 prorated from the anniversary date of the officer's employment to December 31<sup>st</sup> of that year.

C. 2. Any new member having to attend the Police Academy shall be issued at the Borough's expense any and all equipment required by the Academy. The Borough need not issue any of the above cited Borough equipment, which is not required by the Academy until the employee has successfully completed academy training.

D. Each officer shall be guaranteed a minimum clothing allowance 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 31<sup>st</sup>, 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 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. The yearly clothing allowance shall be \$900.00 for the duration of this agreement.

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, half on or about June 1<sup>st</sup> and half on or about December 1<sup>st</sup> in the amount of \$650.00.

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. Patrol Scheduled Time Off (P.S.O. time)

Officers and Sergeants working the Pittman Schedule currently work 108 hours more than the current contractual schedule mandates. As a result, these personnel have agreed effective January 1, 2010 to accept 108 hours of Patrol Scheduled Off time to compensate for the extra hours that they work. Patrol Scheduled Off time shall be used at the discretion of the officer with the approval of a supervisor. However, if the Police Department reverts back to the "4-10" work schedule, the thirteen Scheduled Off Days will be reinstated and will replace the practice of Patrol Scheduled Off time.

#### 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 ½).

#### 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 ½).



E. "4-10" Work Schedule

The patrol division's modified "4-10" work schedule 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.

F. Off -Duty Detail

This section applies to officers that volunteer only. Officers shall receive a flat rate of \$68 per hour for the following off-duty events.

St. Pat's Parade  
Jazz Fest.  
Street Fairs (2)  
Fall Street Fair  
Patriots Parade  
Firemen's Insp. Parade  
Carriage Rides (Four weekends and Santa's Arrival) (4)  
Election Polling Detail (2)  
Arts on Division Arts on Main  
Memorial Day

Effective January 1, 2014, the off duty rates listed in section F. above shall receive a 3% increase every year unless other rates are negotiated.

**ARTICLE IX**

**HOLIDAYS**

A. Each officer of the Police Department shall receive a full day's pay at the rate of time and one-half (1 ½) in addition to his regular salary for thirteen (13) holidays.

B. All holiday pay will be rolled into base salary on January 1 of each year.

## ARTICLE X

### PERSONAL DAYS

A. 1. All employees shall be granted four (4) personal days off during a calendar year extending from January 1<sup>st</sup> to December 31<sup>st</sup> 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 three (3) month period worked or paid. An officer shall be entitled to take up to four (4) 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 was 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: (These charts were provided by Vito Spadea email on 2/27/20)

**12 Hour Shift**

Years	Days Off
1	1 day every quarter
2	8
3	9
4-5	11
6-8	13
9-10	14
11-13	15
14-15	16
16-18	17
19-21	18
22	19
23	20
24	21
25+	22

### 10 Hour Shift

Years	Days Off
1	1 day every quarter
2	9.6
3	10.8
4-5	13.2
6-8	15.6
9-10	16.8
11-13	18
14-15	19.2
16-18	20.4
19-21	21.6
22	22.8
23	24
24	25.2
25+	26.4

### 8 Hour Shift

Years	Days Off
1	1 day every quarter
2	12
3	13.5
4-5	16.5
6-8	19.5
9-10	21
11-13	22.5
14-15	24
16-18	25.5
19-21	27
22	28.5
23	30
24	31.5
25+	33

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 time shall be calculated in hours based upon an eight (8) hour work day.~~

## ARTICLE XII

### INJURY ON DUTY LEAVE

A. 1. In the event an employee becomes disabled by reason of service connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period up to one (1) year. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender and deliver his entire salary payments, or the Borough shall pay the difference.

A. 2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

A. 3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if

it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report by the end of the working shift, or as soon as possible thereafter, to the Chief of Police or designee.

D. It is understood that the employee must file an injury report with the Chief of Police or designee so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. 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.

F. 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 on a day for day basis.

C. The Chief of Police may, at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor. If the Chief of Police requires proof of fitness to return to work pursuant to this Section, the employee shall be examined by the Borough physician or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

D. In cases of leaves of absence ordered by the Borough physician and/or Board of Health due to exposure to contagious disease, a certificate from the Department

of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

## ARTICLE XIV

### BEREAVEMENT LEAVE

A. An officer shall be granted five (5) consecutive working days off with full pay at the time of the death of an officer's spouse, child, or parent, and corresponding relatives of the officer's spouse.

B. An officer shall be granted three (3) consecutive working days off with full pay at the time of the death of an officer's 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.

C. 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 (130) one hundred thirty days at the officer's prevailing rate of pay. For the purposes of this section only, a day shall be (8) eight hours long.

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 maintenance.

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" or \$200.00 for each year of service.

**ARTICLE  
XVI**

**INSURANCE PLANS**

A. Health care contributions will continue as per percentages as previously established by Chapter 78 for the term of this contract. Health care contributions shall be capped at a percentage of the premium in effect for calendar year 2020 for each class of coverages (Single, Family, Husband and Wife). Therefore, employees shall continue to make contributions at the percentages established by Chapter 78. The percentage shall be multiplied by the amount not to exceed the premium amount for the class of coverage for the year 2020. By way of example;

If the 2020 premium cost for family coverage is \$30,000, an employee earning \$95,000 will contribute 29% towards the cost of coverage or \$8,700. If the same employee salary increased in 2021 to \$100,000, regardless of the increase of premium, the employee will pay 32% of \$30,000 or \$9,600

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.

B. Any employee who, prior to January 1, 2006, obtained either a Bachelor's Degree (BA/BS) or Master's Degree in any college discipline shall be entitled to a one time stipend of \$500.00.

C. 1. Effective January 1, 2006, an employee who earns a Bachelor's Degree (BA/BS) in the college discipline of public administration or criminal justice shall receive a stipend of \$500.00 to be paid over the course of four (4) years.

2. Effective January 1, 2006, an employee who earns a Master's Degree in the college discipline of public administration or criminal justice shall receive a stipend of \$750.00 to be paid over the course of four (4) years.

3. All course work must be pre-approved by the Chief of Police to qualify for this educational stipend.

4. Any employee shall remain with the Borough for a period of three (3) years from the date of receipt of the educational stipend. If an employee leaves the Borough's employ prior to this three (3) year period, the employee shall reimburse the Borough all monies received from this program. The Borough shall have the option to withhold these monies from the final paycheck of the employee.

## ARTICLE XVIII

### EDUCATIONAL PROGRAM

1. Officers shall be reimbursed for 75% of the cost to attend up to five (5) college courses annually related to the police field or that meets the requirements for a degree program in the police field / public administration during the course of his/her employment. The cost for reimbursement shall not exceed 75% of the Rutgers in-state rate and the maximum number of officers who participate in the program will be limited to two (2) per year. The officers participating will be determined by PBA Local 147

2. No classes associated with a Law School or conducted by a Law School or intended to be used for Law School shall be reimbursed.

3. Officers hired on or after January 1, 2019 are not eligible for reimbursement under this Article for Bachelor Degrees study, but are eligible for reimbursement under this Article for Master's Degree study.

## 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 officers' 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**

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**

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 1<sup>st</sup> to the following December 31<sup>st</sup> 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<sup>st</sup> 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 days (30) 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 P.B.A.

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 P.B.A 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.~~ it shall comply with the New Jersey Law Against Discrimination (LAD).

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

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

Prior TO 7/1/12

**MAX LEVEL CHART A & B**  
**SENIOR STATUS CALC AT 4% PRIOR CONTRACT**

**CHART A & B      Hired Before 07/01/2012**

<b>Steps</b>	<b>2019 Base</b>	<b>2019 Senior Status</b>	<b>2019 Holiday</b>	<b>2019 Total</b>
<b>10/Senior</b>	\$ 107,663	\$ 4,307	\$ 8,398	\$ 120,367
<b>SGT</b>	\$ 118,430	\$ 4,737	\$ 9,238	\$ 132,405

<b>Steps</b>	<b>2020 base</b>	<b>2020 Senior</b>	<b>2020 Holiday</b>	<b>2020 Salary</b>
<b>10/Senior</b>	\$ 109,816	\$ 4,393	\$ 8,566	\$ 122,775
<b>SGT</b>	\$ 120,799	\$ 4,832	\$ 9,422	\$ 135,053

<b>Steps</b>	<b>2021 base</b>	<b>2021 Senior</b>	<b>2021 Holiday</b>	<b>2021 Salary</b>
<b>10/Senior</b>	\$ 112,562	\$ 4,502	\$ 8,780	\$ 125,844
<b>SGT</b>	\$ 123,819	\$ 4,953	\$ 9,658	\$ 138,429

<b>Steps</b>	<b>2022 base</b>	<b>2022 Senior</b>	<b>2022 Holiday</b>	<b>2022 Salary</b>
<b>10/Senior</b>	\$ 115,939	\$ 4,638	\$ 9,043	\$ 129,619
<b>SGT</b>	\$ 127,533	\$ 5,101	\$ 9,948	\$ 142,582

**CHART C**  
**7/1/12 - 12/31/14**

		<b>CHART C</b>		<b>Hired 07/01/2012 - 12/31/2014</b>	
		<b>2019 Base</b>	<b>2019 Senior Status</b>	<b>2019 Holiday</b>	<b>2019 Total</b>
<b>STEPS</b>					
<b>1</b>	-			-	-
<b>2</b>	\$ 71,318			\$ 5,349	\$ 76,667
<b>3</b>	\$ 76,435			\$ 5,733	\$ 82,167
<b>4</b>	\$ 81,552			\$ 6,116	\$ 87,668
<b>5</b>	\$ 86,666			\$ 6,500	\$ 93,166
<b>6</b>	\$ 91,783			\$ 6,884	\$ 98,666
<b>7</b>	\$ 96,898			\$ 7,267	\$ 104,165
<b>8</b>	\$ 102,016			\$ 7,651	\$ 109,668
<b>9</b>	\$ 107,663			\$ 8,075	\$ 115,738
<b>Senior Status</b>	\$ 107,810	\$ 2,156		\$ 8,247	\$ 118,213
<b>SGT</b>	\$ 118,590	\$ 2,372		\$ 9,072	\$ 130,034
		<b>2020 Base</b>	<b>2020 Senior Status</b>	<b>2020 Holiday</b>	<b>2020 Salary</b>
<b>STEPS</b>					
<b>1</b>	-			-	-
<b>2</b>	\$ 72,745			\$ 5,456	\$ 78,201
<b>3</b>	\$ 77,963			\$ 5,847	\$ 83,811
<b>4</b>	\$ 83,183			\$ 6,239	\$ 89,422
<b>5</b>	\$ 88,400			\$ 6,630	\$ 95,030
<b>6</b>	\$ 93,618			\$ 7,021	\$ 100,640
<b>7</b>	\$ 98,836			\$ 7,413	\$ 106,249
<b>8</b>	\$ 104,057			\$ 7,804	\$ 111,861
<b>9</b>	\$ 109,816			\$ 8,236	\$ 118,052
<b>Senior Status</b>	\$ 109,966	\$ 2,199		\$ 8,412	\$ 120,577
<b>SGT</b>	\$ 120,962	\$ 2,419		\$ 9,254	\$ 132,635

	2021 Base	2021 Senior	2021 Holiday	2021 Salary
<b>STEPS</b>				
1	-		-	-
2	\$ 74,563		\$ 5,592	\$ 80,156
3	\$ 79,912		\$ 5,993	\$ 85,906
4	\$ 85,263		\$ 6,395	\$ 91,657
5	\$ 90,610		\$ 6,796	\$ 97,405
6	\$ 95,959		\$ 7,197	\$ 103,156
7	\$ 101,307		\$ 7,598	\$ 108,905
8	\$ 106,658		\$ 7,999	\$ 114,657
9	\$ 112,562		\$ 8,442	\$ 121,004
<b>Senior</b>				
<b>Status</b>	\$ 112,715	\$ 2,254	\$ 8,623	\$ 123,592
<b>SGT</b>	\$ 123,986	\$ 2,480	\$ 9,485	\$ 135,951

	2022 Base	2022 Senior	2022 Holiday	2022 Salary
<b>STEPS</b>				
1	-		-	-
2	\$ 76,800		\$ 5,760	\$ 82,560
3	\$ 82,310		\$ 6,173	\$ 88,483
4	\$ 87,821		\$ 6,587	\$ 94,407
5	\$ 93,328		\$ 7,000	\$ 100,328
6	\$ 98,838		\$ 7,413	\$ 106,250
7	\$ 104,346		\$ 7,826	\$ 112,172
8	\$ 109,858		\$ 8,239	\$ 118,097
9	\$ 115,938		\$ 8,695	\$ 124,634
<b>Senior</b>				
<b>Status</b>	\$ 116,096	\$ 2,322	\$ 8,881	\$ 127,300
<b>SGT</b>	\$ 127,706	\$ 2,554	\$ 9,770	\$ 140,030



**CHART D HIRED AFTER 1/1/15**

**CHART D Hired 01/01/2015**

	<b>2019 Base</b>	<b>Senior Status</b>	<b>Holiday</b>	<b>Total</b>
<b>1</b>	\$ 59,742		\$ 4,481	\$ 64,223
<b>2</b>	\$ 69,124		\$ 5,184	\$ 74,309
<b>3</b>	\$ 76,435		\$ 5,733	\$ 82,167
<b>4</b>	\$ 81,552		\$ 6,116	\$ 87,668
<b>5</b>	\$ 86,666		\$ 6,500	\$ 93,166
<b>6</b>	\$ 91,783		\$ 6,884	\$ 98,666
<b>7</b>	\$ 96,898		\$ 7,267	\$ 104,165
<b>8</b>	\$ 102,016		\$ 7,651	\$ 109,668
<b>9</b>	\$ 107,663		\$ 8,075	\$ 115,738
<b>Senior Status</b>	\$ 107,810	\$ 2,156	\$ 8,247	\$ 118,213
<b>SGT</b>	\$ 118,590	\$ 2,372	\$ 9,072	\$ 130,034

	<b>2020 Base</b>	<b>Senior Status</b>	<b>Holiday</b>	<b>Total</b>
<b>1</b>	\$ 60,937		\$ 4,570	\$ 65,508
<b>2</b>	\$ 70,507		\$ 5,288	\$ 75,795
<b>3</b>	\$ 77,963		\$ 5,847	\$ 83,811
<b>4</b>	\$ 83,183		\$ 6,239	\$ 89,422
<b>5</b>	\$ 88,400		\$ 6,630	\$ 95,030
<b>6</b>	\$ 93,618		\$ 7,021	\$ 100,640
<b>7</b>	\$ 98,836		\$ 7,413	\$ 106,249
<b>8</b>	\$ 104,057		\$ 7,804	\$ 111,861
<b>9</b>	\$ 109,816		\$ 8,236	\$ 118,052
<b>Senior Status</b>	\$ 109,966	\$ 2,199	\$ 8,412	\$ 120,577
<b>SGT</b>	\$ 120,962	\$ 2,419	\$ 9,254	\$ 132,635

	<b>2021 Base</b>	<b>Senior Status</b>	<b>Holiday</b>	<b>Total</b>
1	\$ 62,461		\$ 4,685	\$ 67,145
2	\$ 72,270		\$ 5,420	\$ 77,690
3	\$ 79,912		\$ 5,993	\$ 85,906
4	\$ 85,263		\$ 6,395	\$ 91,657
5	\$ 90,610		\$ 6,796	\$ 97,405
6	\$ 95,959		\$ 7,197	\$ 103,156
7	\$ 101,307		\$ 7,598	\$ 108,905
8	\$ 106,658		\$ 7,999	\$ 114,657
9	\$ 112,562		\$ 8,442	\$ 121,004
<b>Senior Status</b>	\$ 112,715	\$ 2,254	\$ 8,623	\$ 123,592
<b>SGT</b>	\$ 123,986	\$ 2,480	\$ 9,485	\$ 135,951


	<b>2022 Base</b>	<b>Senior Status</b>	<b>Holiday</b>	<b>Total</b>
1	\$ 64,335		\$ 4,825	\$ 69,160
2	\$ 74,438		\$ 5,583	\$ 80,020
3	\$ 82,310		\$ 6,173	\$ 88,483
4	\$ 87,821		\$ 6,587	\$ 94,407
5	\$ 93,328		\$ 7,000	\$ 100,328
6	\$ 98,838		\$ 7,413	\$ 106,250
7	\$ 104,346		\$ 7,826	\$ 112,172
8	\$ 109,858		\$ 8,239	\$ 118,097
9	\$ 115,938		\$ 8,695	\$ 124,634
<b>Senior Status</b>	\$ 116,096	\$ 2,322	\$ 8,881	\$ 127,300
<b>SGT</b>	\$ 127,706	\$ 2,554	\$ 9,770	\$ 140,030

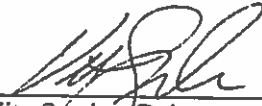
Agreement between the  
Borough of Somerville, Somerset County, New Jersey 08876

and

Somerville PBA Local #147

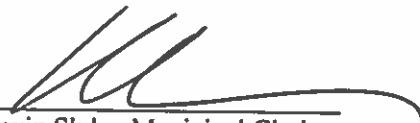
January 1, 2019 through December 31, 2022

  
\_\_\_\_\_  
David Chudy, President  
Somerville PBA #147

  
\_\_\_\_\_  
Vito Spadea, Delegate  
Somerville PBA #147

7/29/20  
\_\_\_\_\_  
Date

7/29/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Sluka, Municipal Clerk  
Borough of Somerville

  
\_\_\_\_\_  
Dennis Sullivan, Mayor  
Borough of Somerville

7/30/2020  
\_\_\_\_\_  
Date

7/30/2020  
\_\_\_\_\_  
Date