BOROUGH OF SOMERVILLE

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO (A.F.S.C.M.E.) NEW JERSEY
BLUE AND WHITE COLLAR EMPLOYEES and SUPERVISORS
BARGAINING UNIT,
OF THE BOROUGH OF SOMERVILLE

JANUARY 1 , 2022 THROUGH DECEMBER 31, 2026

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ARTICLE I

PREAMBLE

This Agreement is entered into this Day 16th, Month May Year 2022 between the Borough of Somerville (hereinafter referred to as the Borough) and the American Federation of State, County and Municipal Employees, New Jersey representing certain Blue and White Collar employees, and Supervisors of the Borough (hereinafter referred to as the Union).

ARTICLE II

RECOGNITION

A. The Borough recognizes the Union as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34: 13A-l. l, et seq.) for all Blue- and White-Collar employees of the Borough, but shall exclude the confidential secretaries, the Deputy Clerk Administrator, Deputy Treasurer, and all other exempt employees of the Borough. In the event any new non-supervisory job titles within the aforesaid bargaining unit are created, the Borough agrees to negotiate with the Union as to the rates of pay, hours of work, and other terms and conditions of employment applicable to such titles before posting the new position.

B. The Union and the Borough agree to meet and discuss the newly created position to determine if the position is covered under this Collective Bargaining Agreement.

C. If the Union and the Borough cannot agree as to whether or not the newly created position falls under this Collective Bargaining Agreement, the Union and the Borough shall agree to jointly file a "Clarification of Unit Petition" with NJ-PERC.

D. The Borough recognizes the formation of a supervisor's bargaining unit, referred to as Supervisor's Union separate from the titles comprised in Local 1829. All supervisor titles, road supervisor, sewer supervisor, parks supervisor, mechanic supervisor shall constitute this unit. In the event any new Supervisor job titles within the aforesaid bargaining unit are created, the Borough agrees to negotiate with the Union as to the rates of pay and other terms and conditions of employment applicable to such titles. All rights encompassed in this Agreement shall apply to the Supervisors unless otherwise stated.

E. The employer agrees to supply the union with current job descriptions for all titles covered under this Collective Bargaining Agreement.

ARTICLE III

DUES CHECK-OFF

A. The Borough agrees to deduct Union dues, fees, and assessments from the salaries of the employees who are subject to this Agreement and who have submitted written authorization to the Borough for these deductions. Such deductions shall be made in compliance with N.J.S.A. 52: 15-15.9(e), as amended. Said monies, together with records of all deductions and any corrections, if any, shall be transmitted to the Union office by the 15th day of the month following the month in which deductions were made.

B. If there shall be any change in the rate of membership dues during the term of this Agreement, the Union shall furnish to the Borough written notice at least 30 days prior to the effective date of such change.

C. The Union shall provide the necessary check-off authorization forms to the employees and the Union will deliver the signed forms to the designated Borough officials, as provided in N.J.S.A. 52:14-15.9(e), as amended.

D. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty days thereafter, any new employee who does not join the Union within thirty days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Borough.

E. It is understood that the Union has a provision in the International Constitution, which provides a procedure whereby a person paying a fee under an agency shop agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.

F. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Borough in conformance with this Article.

ARTICLE IV

SALARIES AND WAGES

A. Negotiated Wage Increase for the term of this contract.

Year 1 (1/1/2022 – 12/31/2022) = 2.5%
Year 2 (1/1/2023 – 12/31/2023) = 5%
Year 3 (1/1/2024 – 12/31/2024) = 4%
Year 4 (1/1/2025 – 12/31/2025) = 4%
Year 5 (1/1/2026 – 12/31/2025) =2.75%

B. Minimum salaries:

a. Custodian - $15.00
b. Head Custodian - $15.50
c. Driver/Laborer - $21.00
d. Mechanic - $22.00
e. Light Equipment operator - $22.00
f. Heavy Equipment Operator - $23.00
g. DPW Supervisor- $24.00

C Adjustments in salary due to promotion shall not be used in any way to reduce the aforementioned salary increases.

D. If during the course of salary negotiations, in any given year, an employee should retire or die, said employee shall be entitled to a retroactive paycheck for said increase from January 1 to the date of retirement or date of death.

E. This shall only apply to the calendar year in which the employee either retired or died.

F. A check for same shall be made out and mailed to the employee's last known address.

G. Retroactive pay will be issued in one check.

H. When an employee works ten (10) hours or more of overtime in a pay period, the Borough shall issue the employee a separate paycheck for all overtime hours worked in that pay period.

ARTICLE V

HOURS OF WORK AND OVERTIME

A. The hours of work for the Blue-Collar employees and supervisors shall consist of an eight (8) hour day, five (5) days per week, Monday through Friday inclusive from 7:30am until 4:00pm with a half (1/2) hour unpaid lunch.

B. The hours of work for individual White-Collar shall be 8:30 a.m. to 4:30 p.m. with a one-hour lunch

C. Any time worked by Blue Collar employees and supervisors in excess of eight (8) hours in any twenty-four (24) hour period, or in excess of forty (40) hours in a week shall be paid overtime at the rate of one and a half (1 ½) times their normal rate of pay. Employees will be eligible for overtime only after 40 hours have been worked. Pre-approved and scheduled time off count as time worked.

D. White Collar workers shall receive overtime time of one and one half (1 ½) their normal rate of pay for working beyond their normal workers hours as listed in Appendix A. Employees will be eligible for overtime only after 40 hours have been worked. Pre-approved and scheduled time off count as time worked.

E. Any member of this bargaining unit who performs work on a Sunday or on Holidays shall receive double time pay at the rate of two (2) times the employee's normal rate of pay for all hours worked. Double time pay on holidays shall be in addition to the employees normally received holiday pay.

F. Emergency call-in must be by seniority to include a rotating schedule that is adhered to for all emergency call-ins. Effective January 1, 2006, all employees will have a choice of pay or comp time for overtime up to forty (40) hours. If comp time is the choice, it must be used by November 15 of that calendar year, not to be combined with vacation time.

G. Employees who are called in to work for an emergency, snow plowing, or salting shall receive two (2) hours of straight time pay for reporting to work outside of their normal hours in addition to the wages they shall receive for all hours actually worked.

H. After working three (3) hours overtime employees will receive ten dollars ($ 10.00) for a meal. After an additional continuous eight (8) hours, employees will receive ten dollars ($ 10.00) for another meal.

I. The Union and the Borough agree to discuss "Summer" work hours for DPW staff.

J. If due to severe weather, natural disaster, or a declared emergency, employees are unable to report to work, employees shall be allowed to utilize accrued sick, personal, or vacation time.

K. Working out of title:

a. Any employee of the Public Works Department who is directed and assigned to perform work in a higher tittle classification then his/her own for 5 consecutive working days, on the sixth day shall be entitled to Out-of-Title pay. The out of Title pay is a maximum $1.00 per hour but shall not exceed the base hourly rate of the person in which the employee is filling in for during that period. However, in no circumstance shall the employee who is working "out of Title" make more than the person that regularly holds the title.
b. Effective January 1, 2023 Any employee of the Public Works Department who is directed and assigned to perform work in a higher tittle classification then his/her own shall receive Out-of Title pay. The Out of Title pay is $1.50 per hour. Out of Title pay does not apply to light duty work, since the employee will be working at a classification less than their normal duties.

ARTICLE VI

GRIEVANCE PROCEDURE

A. A "Grievance" shall be defined as a belief by either party that the terms of this Collective Bargaining Agreement, established workplace policies, or established workplace practices have been misapplied, misinterpreted, or breached.

B. The purpose of the grievance procedure is to secure at the lowest possible level an equitable solution to issues that may arise during the term of this Agreement.

C. 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.

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:

1 . STEP ONE -- The Union or the aggrieved employee shall file a grievance with his/her immediate supervisor within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. The immediate supervisor shall answer the grievance within five (5) working days. If the supervisor fails to respond within five working days, the Union shall consider this a denial of the grievance and may proceed to Step Two of the grievance procedure.

2. STEP TWO If no agreement can be reached at Step One of the Grievance Procedure, the aggrieved employee or the Union may present to the Borough Business Administrator within ten (1 O) working days of the denial of the grievance. The Business Administrator shall have five (5) business days in which to answer the grievance in writing.

3. STEP THREE If the grievance remains unsettled after Step Two of the Grievance Procedure, the Union may appeal the grievance to the Personnel Committee within ten (10) working days after the Business Administrator has

issued his response to the grievance.. The Personnel Committee shall hold a hearing with the aggrieved employee or the Union within twenty (20) business days of receiving the grievance. Upon completion of the hearing, the Personnel Committee shall issue its response to the grievance within five (5) days of the hearing.

4. STEP FOUR — If the grievance is still not settled after Step Three of the Grievance Procedure, the aggrieved employee or the Union may appeal the grievance to the Borough Council. Such appeals shall be presented in writing to the Borough Council within ten (10) working days after the aggrieved employee or the Union receives the Personnel Committee response. The aggrieved employee or the Union shall provide the Borough Council with all previous responses to the grievance as well as all related documents. The Borough Council shall hold a hearing with the aggrieved employee or the Union within twenty (20) working days. The Borough Council shall issue its written response to the grievance within ten (10) business days.
5. STEP FIVE — If the grievance is not settled through Steps One through Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the Borough Council's response. The costs for the services of the arbitrator shall be bome equally by the Borough and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.
6. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
7. Upon prior notice to and authorization of the Borough, the designated Union 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.
8. The time limits expressed herein shall be strictly enforced. 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 hereunder, 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 limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied and the aggrieved party may move the grievance to the next level in the Grievance Procedure. 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.

ARTICLE VII

DISCIPLINE

A. No permanent member of the bargaining unit shall be discharged or disciplined except for just cause.

B. "Discharged" as used herein shall not be construed to include a layoff or the abolition of a position.

C. Any grievance concerning discipline shall be initiated at Step 2 of the Grievance Procedure.

D. Discipline includes written warnings, suspension, termination, and other penalties imposed by the Borough. The employee shall be notified in writing of the charge and specifications.

E. Any document placed in an employee's personnel file shall be signed by the employee and the employee shall receive a copy of the document. The signature indicates that the document has been read, not that the employee agrees with its content.

ARTICLE VIII

LEAVE FOR UNION ACTIVITY

A. The Borough agrees to provide a combined total of two (2) days' leave with pay each year to permit Union delegates (not to exceed two [2]) to attend conventions, conferences, or education classes, i.e. one (l) delegate may take two (2) days leave or two (2) delegates may take one (1) day each.

B. Permission for released time must be obtained from the Borough Clerk/Administrator and the immediate supervisor ten (10) working days prior to the event. The names of persons attending Union conventions, conferences, or educational classes and the dates of attendance shall be certified in writing to the Borough Clerk/Administrator by the President of the Union.

C. Permission for such released time shall not be unreasonably withheld. Leave no utilized during any calendar year shall not be accumulated.

ARTICLE IX

BULLETIN BOARDS

A. Union shall be permitted to place, at its cost and expense, bulletin boards at all work locations. The size shall not exceed two (2) feet by three (3) feet and shall be acceptable in appearance by the Borough. The bulletin boards shall be used only for the following notices and related items:

1. Recreational and social affairs of the Union;
2. Contract Ratification votes;
3. Job Postings;
4. Union meetings;
5. Union elections;
6. Reports of the Union Committee; and
7. Ruling of policies of the International Union.

B. Only material authorized by the Union shall be permitted to be posted on said bulletin board.

C. The Borough shall notify the Union of any material which does not conform with the intent of the above provisions of this Article and the Union shall remove said material immediately.

ARTICLE X

HEALTH BENEFITS

A. Borough agrees to continue the Blue Cross/Blue Shield, HMO, Major Medical, Family Dental and Prescription Drug coverage applicable to all other Borough employees, including premium co-payments.

B. The Borough agrees to reimburse an employee for up to two hundred ($200) dollars for the cost of an eye examination or the purchase of glasses, or contact lenses, for the employee only, regardless of their insurance plan, every calendar year-with the submission of a bill paid for by the employee.

C. The Borough shall have the right to change carriers so long as the same or better benefits are provided.

D. All employees shall contribute to Health Care in accordance with the rates established by Chapter 78 and Chapter 2. Health insurance contribution will remain in Tier 4 (if an employee's salary increases which results in the employee being placed into another bracket as defined by Chapter 78, their contribution will follow the schedule accordingly)

E. Medical exams at the level referred to in this Agreement can be requested by the Department Head if there is some concern that an employee is having difficulties performing his job duties or has unexplained accidents. An employee feeling the need for a physical may

request one through the Department Head. No reasonable request will be refused. A physical examination will be limited to one (l) per year unless unusual situations dictate additional examinations. In addition, this clause is not intended or meant to be used as a tool to harass or intimidate an employee. All impending physical examination requests will be required three (3) days notice by the Department Head to the Union President or Representative.

ARTICLE XI

HOLIDAYS

A. Members of this bargaining unit shall be entitled to thirteen (13) paid holidays per year.

B. During the first Council meeting held during December of each year, the Borough Council shall designate thirteen (13) holidays for the following calendar year and indicate the dates that the holidays will be celebrated. Union input will be sought prior to the designation of the holidays. Effective in 1990, Martin Luther King Day must be observed.

C. Election Day is one of the 13 holidays but shall be considered a floating holiday.

ARTICLE XII

VACATION

A. Each full time employee shall be granted a vacation in accordance with the following schedule:

YEARS OF SERVICE	VACATION ENTITLEMENT
0 through 1 year	I day for every two months of service
At least I but less than 5 years	12 working days
At least 5 but less than 7 years	14 working days
At least 7 but less than 10 years	16 working days
At least 10 but less than 15 years	19 working days
At least 15 but less than 20 years	20 working days
At least 20 or more years	21 working days plus one additional day for every year worked over 21 years to a maximum of 26 working days

B. An employee may carry one (l) week vacation into the following year.

C.

1. All vacations must be scheduled and approved by the Department Head. It shall be his responsibility to schedule individual vacations so that the activities of the Borough will be carried with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacations so far as possible.

2. Except as provided in Section "C 1." above, employees shall not be entitled to carry vacation time into the following year. If an employee does not schedule his or her vacation time by September 1 of the calendar year, the Borough shall have the option to schedule the remaining vacation time, except for the permissible one (l) week cany-over. Beginning 2007, if an employee schedules his or her vacation by September 1 of the calendar year, and the Borough denies that vacation due to unanticipated work

requirements, then the employee shall be allowed to either carry-over or be paid for that extra unused time.

3. Any vacation time not scheduled by the employee or the Borough other than the one week permissible carry-over must be used prior to the end of the calendar year.

4. Use of vacation time on an unscheduled basis shall be based upon operational needs and shall be solely at the discretion of management.

D. An employee who terminates his employment with the Borough or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rata basis.

ARTICLE XIII

PERSONAL DAYS

A. Each employee hired on or before January 1, 2000, is entitled to four (4) personal days per year which shall be earned at the rate of one (1) day for each three (3) month period worked or paid.

B. All employees hired on or after January 1, 2000, shall be entitled to one (1) personal day off beginning their first (1 st) year of employment; two (2) personal days off beginning their second (2nd) year of employment; and three (3) personal days off beginning their third (Yd) year of employment; and four (4) personal days beginning their fourth (4th) year of employment.

C. An employee who is entitled to four (4) personal days pursuant to Section A or Section B above 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 employee's final salary check all payments for personal leave which was granted but not earned.

D. Employees who do not use their allotted personal time by the end of the year may convert the remaining personal days to sick time.

E. Employees who need to use their personal time on an emergency basis shall notify their supervisor before the start of the employee's normal workday.

F. All other uses of personal time shall be with twenty-four (24) hours notice. Use of personal time with less than twenty-four (24) hours notice shall be at the discretion of management.

G. Other regulations concerning vacations and personal days, as set forth in the Personnel Policy Manual, shall remain in effect, except as specifically modified by this Agreement.

ARTICLE XIV

SICK DAYS

A. Each employee 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.

B. Sick leave shall be earned at the rate of one (l) day for each month worked or paid for.

C. An employee 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

employee's final salary check all payments for sick leave which was granted but not earned.

D. Employees out on worker's compensation shall continue to earn sick leave. Effective January 1, 2023, Employees out on Worker's Compensation shall not continue to accrue sick days and days shall be prorated for the year.

E. When absence on account of illness or disability does not exceed three (3) days, the employee's statement of the cause may be accepted without a supporting statement from his attending physician, provided, however, that the Borough may have any employee examined by a licensed physician at any time it elects to do so.

F. Every absence on account of illness or disability in excess of three (3) workdays must be either certified by a written statement, from the attending physician or approved by the employee's respective Department Head. The Borough reserves the right to have the employee examined by a designated physician and certified as fit for duty, before returning to work.

G. Other regulations concerning sick leave as set forth in the Personnel Policy manual shall remain in effect, except as specifically modified by this Agreement.

H. Upon retirement, which is defined as full retirement pursuant to the Public Employees' Retirement System with a minimum of twenty (20) years of employment with the Borough, an employee should be paid for accrue and unused sick leave days on a day for day basis up to a maximum of one hundred thirty (130) days and a maximum payment of fifteen thousand dollars ($15,000.00). Any employee hired on or before January l, 2000, who as of January l, 2000, would be entitled to a payment in excess of the fifteen thousand dollars ($ 15,000.00) limit shall be capped at their current level and shall be entitled to a payment not in excess of said cap.

ARTICLE XV

BEREAVEMENT LEAVE

A. In the event of the death of the employee's parent, spouse, or child, grandparent, brother, sister, parents-in-law, or step-children the employee shall be entitled to five (5) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

B.

1. In the event of the death of any other member of the employee's immediate family, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

2. The term "other member of the employee's immediate family" shall be defined as the employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, step-relatives, aunts or uncles, or relatives living under the same roof.

C. The employee, with the approval of the Department Head, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days, personal days, compensatory time, etc.)

ARTICLE XVI

JOB BIDDING AND PROMOTIONS

A. Notice of any and all new and vacant positions which are to be filled, must be posted within all departments, by the Department Supervisor, regardless of Job Title, for five (5) consecutive working days with a copy of the posting notice given to the Union President prior to the posting.

B. The requirements of the job, the hours of work, and salary ranges shall be part of the job posting and shall be clearly stated.

C. All employees may bid on vacant positions at the same time.

D. Employees on layoff shall be eligible to bid on job openings.

E. "Vacancy" is defined to mean when a present position is permanently unfilled, or temporarily unfilled due to an extended leave (other than regular vacation, sick, or personal time) where the Borough has determined this position needs to be filled on a temporary basis.

F. This Article shall not require the Borough to: (l) fill any vacant position; (2) fill any vacant position only from employees bidding for said vacancy; or (3) fill any vacant position from present employees.

G. Employees who are promoted into a higher title or job classification shall be subject to a ninety (90) day working test period.

H. Employees who are promoted into a higher title or job classification and fail the working test period, shall be returned to the former title with same salary, seniority, or any other applicable benefit they had before being promoted.

ARTICLE XVII

LAYOFF

A. Whenever a lack of work or lack of funds require a reduction in the number of employees in a department of the Borough, the required reductions shall be made on the basis of length of service with the Borough and the employee's qualifications and ability to perform the work.

B. The Borough shall notify the Union in writing at least thirty (30) days prior to initiating layoff.

C. Laid off employees shall be re-hired in the reverse order of layoff.

D. Employees who are re-hired into their previously held position shall receive the same wages and benefits as they did prior to being laid off.

E. Layoffs shall be discussed with the Union prior to notifying employees. Prior discussion in no way restricts the Borough's right to institute layoffs.

ARTICLE XVII

EDUCATION

A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in the Borough and that are successfully completed and successfully passed as defined by the institution, by the bargaining unit members shall be reimbursed for the Borough in the amount of 75% of the total costs. All educational assistance requirements as outlined in the Personnel Policies Manual shall remain in effect.

B. Any course mandated by the Federal, State, County or Municipal levels shall be reimbursed at 100% of total cost.

ARTICLE XIX

PAST PRACTICES AND POLICIES

A. Except as otherwise provided in this Agreement, all personnel policies of the Borough as set forth in the Personnel Policies Manual shall remain in effect. A committee designated by council action shall undertake a revision of the Borough Personnel Policy Manual. Revisions shall be recommended for council approval. No revision will the present agreement unless agreed to by the Union and the Borough. Representatives of the Union shall be included on the committee. Disputes within the committee shall be subject to the mediation process.

B. All past practices not referred to in this Agreement or in the Personnel Manual shall be continued during the term of this Agreement.

C. Part-time employees shall have their benefits (i.e. vacation, sick leave, personal days, etc.) pro-rated by dividing the number of hours worked per week by the number of hours in the regularly scheduled work week for the department in which the part-time employee is employed.

ARTICLE XX

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, 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 make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Borough after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.
6. To lay off employees in the event of lack of funds or under conditions where continuation of such work should be inefficient and non-productive.
7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 49A:l -l et seq. or any other national, state, county, or local laws or regulations.

ARTICLE XXI

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. All written rules and regulations shall be provided to the Union immediately upon promulgation.

C. Any changes to the Borough policies, handbooks, or manuals, which directly affect the terms and conditions of employment of the employees covered by this Agreement, shall be negotiated with the Union before being implemented.

ARTICLE XXII

NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or HIV infection or illness.

B. The Borough and the Union 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 Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXIII

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves, or condones such action.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned,

or support any such action by any other employee or group of employees by the Borough, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

D. The Borough agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXIV

INJURY LEAVE

1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to one (l) 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. (Effective until 12/31/22, then see item #2).

2. Effective January 1, 2023, item #1 above no longer applies. If an employee is on injury, he/she shall only be entitled to the pay provide by worker's compensation. The Borough of Somerville shall not pay the difference between work's compensation and his/her paycheck.

3. If an employee returns to work from injury leave for less than one (l) 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 (l) year.

4. 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 (l) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

5. Effective January 1, 2023, employees on injury leave shall not continue to accrue personal, vacation or sick days, and said time will be prorated for the year.

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 while working shall immediately notify his/her immediate supervisor. All injuries must be reported regardless of severity or whether or not medical assistance is sought.

D. It is understood that the employee must file an injury report with their Department Head 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. The employee shall be required to present evidence by a certification of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

F. If the Borough does not accept the certification of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

G. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough appointed physician. The Borough and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the Borough can prove than an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough.

ARTICLE XXV

ABSENCE WITHOUT LEAVE

A. Absence without notification for five (5) consecutive days work shall constitute a resignation.

ARTICLE XXVI

PERSONNEL FILES

A. The Borough shall establish personnel files or confidential records which shall be maintained under the direction of the Borough.

B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of any individual designated by the Borough or his designee any written evaluation reports or written complaints which may be contained in his personnel file. Upon request, an employee shall receive, within reasonable time, a copy of any document in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut the same in writing if he so desires.

D. Any document placed into an employee's personnel file shall be signed by the employee. The signature indicates that the document has been read, not that the employee agrees with its content.

ARTICLE XXVII

PROBATIONARY PERIOD

A. Effective upon the signing of this Agreement, new employees will serve a probationary period of ninety (90) days. An extension of ninety (90) days may be granted. Probationary employees may be suspended or dismissed at any time during the probationary period, if in the judgment of the Department Head, appropriate Councilperson, and the Mayor such an action would be in the best interest of the Borough. The Union will be notified upon extension of the probationary period.

B. The purpose of the probationary period is to evaluate the employee's work performances and conduct, and to determine whether the employee merits permanent status.

C. An evaluation will be conducted prior to the end of the probationary period by the Department Head. The probationary period may be extended for an additional ninety (90) day period in the event the Department Head, appropriate Councilperson, and Mayor are unable to determine that the employee should be granted a regular appointment at the end of the initial period, or that the employee shall be dismissed. Only one extension shall be granted.

D. Unless otherwise provided by law, an employee will not be considered permanent due to the expiration of the probationary period and failure of the Department Head, appropriate Councilperson, and Mayor to evaluate his or her status. Permanent status will result only from authorization by the Governing Body.

E. A probationary employee who has successfully completed the probationary period will be granted status as a regular employee with all rights and privileges pertaining to that employee or position.

F. An employee who is to be dismissed during probationary shall be notified in writing of the dismissal and the reasons for the action.

G. Probationary employees who have been found unsatisfactory shall be granted upon request an administrative conference with the Department Head and/or appropriate Councilperson to be advised of the reason for the dismissal.

ARTICLE XXVIII

UNIFORMS

A. Blue Collar employees and supervisors, upon completion of the probationary period, shall receive the following clothing items distributed each spring: two (2) long sleeve shirts, three (3) short sleeve shirts, five (5) pairs of pants, and 2 sets of shoes (one [l]

winter, distributed about October 1ST and one [l] summer, distributed about April 1ST Summer attire shall also include two (2) pairs of shorts and three (3) long pants and will be permitted from April 1st through October 1st of each calendar year. All above shall be provided if needed.

B. Every other year, in the fall, a vest and a jacket will be given to each employee. All vests and jackets and unused other items shall be returned to the Borough upon an employee leaving the Borough's employ.

C. It is understood that employees must wear the Borough supplied uniform at all times when employed by the Borough.

D. The specific listing for uniforms may vary. However, any substitution must be of equal value must be determined by the Union and management.

E. Two (2) sweatshirts and 1 heavy hooded/zippered sweatshirt per year. Insulated rain suit will be provided upon hiring and in the event that a rain suit is in need of being replaced to damage or wear, not annually.

ARTICLE XXIX

COMMUNITY SERVICE AGREEMENT

A. In accordance with the April 21, 1990, letter of Agreement, the following specific items have been agreed upon:

1. "Only a supplement" is to be defined as not to replace regular performed duties of Union personnel.
2. During times of emergency, all Union workers will be called in prior to any outside workers.
3. All Department Heads are to receive Union approval prior to performing any work which any Union employee performs or has performed. The decision to be rendered in case of doubt by the Union representative.
4. Public Works Employees to be called in every Saturday, as long as the Community Service Program exists.
5. It is recognized only that a finite amount of money exists in the Municipal Budget for overtime and that the tax rate is already excessive and for these reasons only, Community Service Workers are being allowed to provide supplemental services in a Union shop.

B. Also approved are the basic guidelines of work to be or not be done by the Community Service Workers:

YES

1. Pulling weeds
2. Picking papers, general clean-up
3. Sweeping parking lots
4. Recycling (ONLY IN BOROUGH YARD)
5. Washing cars and trucks
6. Planting trees, shrubs and flowers
7. Painting parking meters and fire boxes
8. Office cleaning, waxing floors, bathrooms, windows, etc.
9. Painting of park equipment in parks
10. Painting in all municipal buildings 11. Operating hand lawnmowers or gas-operated weeder
12. Operating chipper
13. Operating log splitter

NO

1. Use of all power equipment and vehicles not specifically permitted above
2. Filling sand boxes
3. Pool, field, or park maintenance
4. Mechanical work in or out of shop
5. Picking up of bag leaves or street leaves
6. Salting sidewalks or plowing
7. Cleaning catch basins or sewers
8. Patching paving, stoning, all asphalt work
9. Installing of park equipment

C. Anything not covered by these guidelines are subject to Union approval before any work is started. A weekly report is to be submitted for any and all work done by the Community Service Workers.

D. The term "Community Service Worker" shall include any work detail consisting of workers under the care of or direction of the Department of Corrections.

ARTICLE XXX

SEPARABILITY AND SAVINGS

A. If any clause or provision of this Agreement is deemed illegal and/or invalid through court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be affected and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the

Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXXI

DPW SUPERVISOR'S ADDENDUM

A. Education
   1. All DPW supervisors shall be trained to be able to issue summonses and be trained to properly appear in court to testify if necessary.

B. Approved Educational Courses
   1. If approved by the Director of the Department, foremen shall not be required to make a personal payment to the education institution prior to attending. It shall be the Borough's responsibility to make approved payments and/or issue proper purchase orders to enable foremen to attend an approved course or seminar.

ARTICLE XXXII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of January 1, 2022 and shall remain in full force and effect until midnight on December 31, 2026. This Agreement may be reopened for contract negotiations by either party upon notice in writing of at lease sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 2026

IN WITNESS WHEREOF, the Borough of Somerville have caused this Agreement to be signed by their duly authorized representatives this day 5/16/2022

Borough Clerk

Mayor

Witness

AFSCME NJ