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AGREEMENT

between

BOROUGH OF SOMERVILLE

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO (A.F.S.C.M.E.) LOCAL 1829

BLUE AND WHITE COLLAR EMPLOYEES, FOREMEN-BARGAINING UNIT, AND
POLICE DISPATCHERS OF THE BOROUGH OF SOMERVILLE AND
NON-SUPERVISORY POLICE PERSONNEL NOT COVERED BY THE PBA CONTRACT

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

LAW OFFICES:
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ARTICLE I

PREAMBLE

This Agreement is entered into this day of , 1994,
between the Borough of Somerville (hereinafter referred to as the
Borough) and the American Federation of State, County, and
Municipal Employees, Local 1829 representing certain blue and white
collar employees, foremen, and police dispatchers of the Borough
(hereinafter referred to as the Union).

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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-1.1, et seq.) for all non-supervisory blue and white collar employees of the Borough including police dispatchers, but excluding 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 and other terms and conditions of employment applicable to such titles.

B. The Borough recognizes the formation of a Foreman's bargaining unit, referred to as Foremans Union separate from the titles comprised in Local 1829. All foremen titles, road foreman, sewer foreman, parks foreman, mechanic foreman shall constitute this unit. In the event any new foreman job titles within the aforesaid bargaining unit are created, the Borough agrees to negotiate with the Union or 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 foreman unless otherwise stated.

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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 within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) 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

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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, demand, 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.

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ARTICLE IV

SALARIES AND WAGES

A. Effective retroactive to January 1, 1994 for all bargaining unit members, excluding foreman, in good standing with the Borough as of the signing of this agreement, an average salary increase of \$847.00, to be distributed as agreed upon between the Borough and the AFSCME.

B. Effective retroactive January 1, 1994, for all foremen in good standing with the Borough as of the signing of this agreement, an aggregate hourly increase of \$2.64, to be distributed as agreed upon between the Borough, AFSCME and the foremen.

C. Effective January 1, 1995, bargaining unit members, excluding foremen, shall receive an average salary increase of \$880.00, to be distributed as agreed upon between the Borough and AFSCME.

D. Effective January 1, 1995, foremen shall receive an aggregate hourly increase of \$2.74, to be distributed as agreed upon between the Borough, AFSCME and the foremen.

E. Effective January 1, 1996, bargaining unit members, excluding foremen, shall receive an average salary increase of \$916.00, to be distributed as agreed upon between the Borough and AFSCME.

F. Effective January 1, 1996, foremen shall receive an aggregate hourly increase of \$2.85, to be distributed as agreed upon between the Borough, AFSCME and the foremen.

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

H. 1. 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 pay check for said increase from January 1st to the date of retirement or date of death.

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

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

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ARTICLE V

LONGEVITY

A. Full-time employees hired prior to June 1, 1976 will be eligible for longevity payments on the date of their service anniversary. Longevity payments will be granted to employees with continuous service based on the following formula.

<u>YEARS OF EMPLOYMENT</u>	<u>LONGEVITY PAY % OF ANNUAL BASE PAY</u>
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	8%

B. Employees hired after June 1, 1976 will not be eligible for longevity benefits.

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ARTICLE VI

HOURS OF WORK AND OVERTIME

A. The hours of work for the blue collar employees shall consist of 8 hours per day exclusive of lunch and forty hours per week, Monday through Friday.

B. The hours of work for the foremen shall consist of 8 hours per day exclusive of lunch and forty hours per week, Monday through Friday.

C. The hours of work for the white collar employees shall consist of 6-1/2 hours per day and 32-1/2 hours per week, Monday through Friday.

D. The hours of work for the police dispatchers and police personnel covered by this contract shall consist of 40 hours per week.

E. Any time worked by blue collar employees and foremen in excess of eight hours in any 24 hour period, or in excess of 40 hours or by white collar workers in excess of 6-1/2 hours per day, or in excess of 32-1/2 hours a week shall be classified as overtime and paid for at the rate of time and one-half except for Sundays and holidays which will be paid at double time. For the purpose of computing overtime, all time for which an employee is paid (including sick, vacation, holiday) shall be considered time worked. At the employee's option, compensatory time, figured at 1-1/2 times the hours worked, will be given instead of monetary payment to white collar employees.

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F. Overtime for police dispatchers shall consist of time and one-half for any hours worked over their daily and/or weekly hours of work. If asked to work on a holiday other than their regular shift, police dispatchers shall receive double-time for any hours worked.

G. If an employee is called on a day off to come in for overtime work that takes less than two (2) hours to complete, he/she shall be given a minimum of two (2) hours pay at time and one-half, so long as said recall is not contiguous with the employee's regularly scheduled work day.

H. Excluding Saturday, after working two (2) hours overtime employees will receive \$5 for a meal. After an additional continuous six (6) hours, employees will receive \$5 for another meal.

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ARTICLE VII

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 Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Four 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 by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Four 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:

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Step One: The Union shall institute action under the provisions hereof 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. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) working days thereof to the their respective Borough Administrator, who shall forward it to the Personnel Committee of the Borough Council. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Personnel Committee will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Personnel Committee, such appeal shall be presented in writing to the Borough Council within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within ten (10) working days of the submission.

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Step Four: If the grievance is not settled through Steps One, Two and Three, 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 borne 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.

E. 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.

F. 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.

G. 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

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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 limits 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.

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ARTICLE VIII

DISCIPLINE

A. No permanent employee as defined in Section 40.70 of the Borough Personnel Policy may 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 and may be appealed through the arbitration step, STEP 4.

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. The signature indicates that the document has been read, not that the employee agrees with its content.

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ARTICLE IX

LEAVE FOR UNION ACTIVITY

A. The Borough agrees to provide a 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 (1) 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 two (2) weeks 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 not utilized during any calendar year shall not be accumulated.

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ARTICLE X

BULLETIN BOARDS

The Union shall be permitted to place at its cost and expense one bulletin board in the Borough Hall and one in the Public Works Garage, at sites to be agreed upon. The size shall not exceed 2 feet by 3 feet and shall be acceptable in appearance by the Borough. The bulletin boards shall be used only for the following notices.

1. Recreational and social affairs of the Union;
2. Union meetings;
3. Union elections;
4. Reports of Union Committee; and
5. Ruling of policies of the International Union.

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ARTICLE XI

HEALTH BENEFITS

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

B. The Borough agrees to pay up to sixty dollars (\$60.00) for an eye examination for the employee only once every 24 month period upon submission of a proper receipt.

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

D. 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 (1) 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 require three (3) days' notice by the Department Head to the Union President or Representative.

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ARTICLE XII

HOLIDAYS

A. The Borough recognizes certain days during the year as paid holidays for its employees. Normally, on such holidays, employees are granted the day off unless the business requirements of the Borough necessitate their working, in which event they shall be notified in advance by their supervisors.

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. AFSCME input will be sought prior to the designation of the holidays; effective in 1990, Martin Luther King Day must be observed.

C. Any dispatcher scheduled off during a holiday shall receive a compensatory day for the holiday.

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ARTICLE XIII

VACATION

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

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 through 1 year	1 day for every two months of service
At least 1 but less than 5 years	12 working days
At least 5 but less than 10 years	14 working days
At least 10 but less than 15 years	17 working days
At least 15 but less than 20 years	20 working days
At least 20 or more years	21 working days plus one day for every year over twenty to a maximum of twenty-six working days

B. Management shall continue the current practice of allocating vacation days for the police dispatchers.

C. With the approval of the Department Head, an employee may, for unusual circumstances, be allowed to carry not more than one week vacation into the following year.

D. 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.

E. 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.

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ARTICLE XIV

PERSONAL DAYS

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

B. An employee shall be entitled to take up to three (3) "Personal" days in advance of earning them provided, however, that the Borough shall be permitted to withhold from an employee's final salary check all payments for personal leave which was granted but not earned.

C. 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.

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ARTICLE XV

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 (1) 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. Management shall continue current practice of allocating sick days for the police dispatchers.

E. Employees out on Worker's Compensation shall continue to accrue sick days.

F. 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.

G. Every absence on account of illness or disability in excess of three (3) work days 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

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right to have the employee examined by a designated physician and certified as fit for duty, before returning to work.

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

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ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of the death in 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.

B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, step-child, brother, sister, step-parents or grandparents, or relative 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.).

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ARTICLE XVII

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 for five (5) consecutive days.

B. Job qualifications 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.

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ARTICLE XVIII

LAYOFF

A. Whenever a lack of work or a 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. Laid off employees shall be re-hired in the reverse order of layoff.

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

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ARTICLE XIX

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 member 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.

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ARTICLE XX

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 modify 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 provided, however, that no grievance involving such past practices shall be arbitrable under the provisions of STEP IV of the Grievance Procedure herein.

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ARTICLE XXI

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.

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

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would 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. 40A:1-1 et seq. or any other national, state, county or local law or regulations.

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ARTICLE XXII

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.

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ARTICLE XXIII

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, or political affiliation.

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.

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ARTICLE XXIV

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 such 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.

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

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ARTICLE XXV

INJURY 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 of 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.

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.

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

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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 within the normal work shift.

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 certificate 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.

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F. If the Borough does not accept the certificate 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. Then 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 certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

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

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ARTICLE XXVI

ABSENCE WITHOUT LEAVE

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

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ARTICLE XXVII

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 an 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 a 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 and he shall be given the opportunity to rebut 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.

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ARTICLE XXVIII

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 judgement of the Department Head, appropriate Councilperson and 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 performance and conduct, and to determine whether the employee merits permanent status.

C. A written 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 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} ~~Mayor~~.

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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 employment 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 reasons for the dismissal.

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ARTICLE XXIX

UNIFORMS

A. Blue collar employees and foreman, upon completion of the probationary period, shall receive the following clothing items distributed each spring: 2 long sleeved shirts, 3 short sleeved shirts, 5 pairs of pants, 2 sets of shoes (1 winter, distributed about October 1 and 1 summer, distributed about April 1).

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 Unions and management.

E. Management shall continue the practice of supplying uniforms for the police dispatchers.

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ARTICLE XXX

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 AFSCME 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 AFSCME 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.s
7. Painting parking meters and fire boxes.

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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. Placement of barricades.
5. Mechanical work in or out of shop.
6. Picking up of bag leaves or street leaves.
7. Salting sidewalks or plowing.
8. Cleaning catch basins or sewers.
9. Patching paving, stoning, all asphalt work.
10. Installing of park equipment.

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

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ARTICLE XXXI

SEPARABILITY AND SAVINGS

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

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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.

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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.

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ARTICLE XXXIII

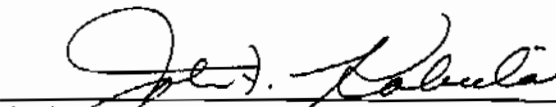
DURATION OF AGREEMENT

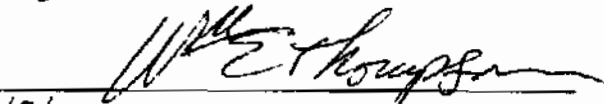
This Agreement shall be effective as of the first day of January, 1994 and shall remain in full force and effect until midnight on December 31, 1996. This Agreement may be reopened for contract negotiations by either party upon notice in writing of at least sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 1996.

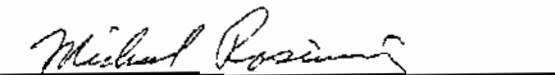
IN WITNESS WHEREOF, the Borough of Somerville have caused this Agreement to be signed by their duly authorized representatives this day of , 1994.


/s/ Mailya Martz

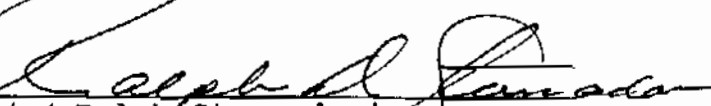
Marilyn Martz


/s/ Mayor of Somerville


/s/ Personnel Chairman


/s/ Michael Raismawicz
Foreman Representative

RAISMOWICZ


/s/ Ralph Sternadori
Clerk-Administrator