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AGREEMENT

between

BOROUGH OF SOMERVILLE,
COUNTY OF SOMERSET

and

LOCAL 702 PUBLIC EMPLOYEES SERVICE UNION

JANUARY 1, 1994 through DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT, made and entered into this 25th day of Aug, 1994, between the Borough of Somerville, in the County of Somerset, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Local 702 Public Employee Service Union, a labor organization with it's principal place of business at 169 Demarest Avenue, Avenel, New Jersey 07001, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I

RECOGNITION

A. The Borough of Somerville hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and regularly employed part-time white collar and blue collar supervisory employees employed by the Borough, including the court administrator, assistant engineer, superintendent of public works, public works manager, superintendent of fire & parking meter maintenance, assistant superintendent of fire & parking meter maintenance, tax assessor, community service coordinator, building inspector, deputy treasurer, welfare director, plumbing sub-code official, zoning officer, deputy zoning officer, fire inspector, construction code official, electrical inspector, recreation director, assistant to the recreation director, health officer, environmental officer, and records management director, and excluding the borough clerk-administrator, treasurer/chief financial officer/tax collector, director-public library, non-supervisory employees, confidential employees, managerial executives, police, craft employees and professionals, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

ARTICLE II

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 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.

ARTICLE III

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.

ARTICLE IV

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.

ARTICLE V

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.

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

ARTICLE VI

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 Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

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

Step One: The 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 their respective Borough Personnel Committee through the Borough Administrator. 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 Borough Personnel Committee will answer the grievance in writing within fifteen (15) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Borough 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 twenty (20) working days of the submission.

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 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.

ARTICLE VII

DISCIPLINE

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

1. verbal reprimand
2. written reprimand
3. suspension without pay
4. termination

B. The Borough may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees shall receive an employee interview with the employee's Borough Administrator and/or Borough Personnel Committee whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.

D. Employees shall have the right to have a representative present at the employee's request at any and every step of the disciplinary procedure. A copy of a disciplinary actions shall be given to the Shop Steward.

E. 1. Verbal warnings, indicating date and recording of the rule violated will be noted by the Department Head in the employee's personnel file. Written warnings will be placed in the personnel file with a copy to the Clerk-Administrator and Personnel Committee. Suspension by a Department Head for more than one (1)

day shall require approval of the Personnel Committee. Dismissal shall require approval of the Borough Council.

2. An employee, upon approval of the Personnel Committee, shall remain on suspension without pay while a decision on dismissal is pending Council action.

3. Requests for reconsideration of a suspension or dismissal shall be in writing to the Personnel Committee and copies shall be placed in the employee's personnel file and given to the Clerk-Administrator.

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

ARTICLE VIII

DUES DEDUCTIONS AND AGENCY SHOP

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough Clerk. The filing of

notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. The Union recognizes the right of the Borough to schedule all bargaining unit personnel to work a forty (40) hour per week shift. Normal working hours are an employee's scheduled work period as prescribed by the Borough.

B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until their designated quitting time.

C. Overtime is any approved time worked over and above the normal work week. If the needs of the Borough require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

D. Overtime will be scheduled and authorized in advance by the Borough Administrator as necessary within budget constraints.

E. For emergency situations where short notice is given, employees will be expected to work overtime. Refusal to work overtime without valid reason may be cause for disciplinary action.

F. Unauthorized working of overtime may be cause for disciplinary action.

G. 1. Employees regularly scheduled to work less than forty (40) hours per week shall receive straight time pay for all overtime performed up to forty (40) hours worked per week.

2. Employees working in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate of pay for all such hours worked.

H. 1. Employees shall be entitled to accumulate up to a maximum of forty (40) hours compensatory time in lieu of overtime pay. Any employee who has accumulated more than forty (40) hours compensatory time as of the signing of this Agreement shall retain such compensatory time but shall not be entitled to accumulate additional compensatory time except in accordance with Section H3 below, or until the employee has reduced their accumulated compensatory time below the forty (40) hour "cap."

2. After an employee reaches the compensatory time "cap," he or she shall then receive overtime pay until the overtime budget for that employee's department is expended.

3. After the overtime budget for any department is expended, employees in that department shall only receive compensatory time in lieu of overtime pay.

4. It is recognized and understood that regularly scheduled meetings, etc. that an employee is required to attend shall be considered part of the employee's regular work week and the employee shall not be entitled to overtime for attending said meetings, etc.

5. Overtime must be approved in advance by the employee's department head or, if the employee is a department head, by the Business Administrator, except in the case of an emergency as verified by the Business Administrator.

6. Compensatory time earned through October of any year shall be used at the mutual agreement of the employee and the department head or Business Administrator, but must be used by the

end of the calendar year in which it is earned. If said compensatory time is not scheduled to be taken by November 1, the Business Administrator can schedule the compensatory time to be taken by the end of the year.

7. Compensatory time earned in November or December can be carried over into the next calendar year but must be taken by April 1 of that year.

8. The parties recognize that up until the signing of this agreement all bargaining unit members have properly been classified as executive or administrative employees pursuant to the Fair Labor Standards Act. The parties recognize and agree that beginning with the signing of this Agreement, bargaining unit members will no longer be considered executive or administrative employees exempt from Fair Labor Standards Act coverage.

ARTICLE X

SALARIES AND WAGES

A. Effective retroactive to January 1, 1994, all bargaining unit members in good standing with the Borough as of the signing of this Agreement shall receive an average salary increase of \$1,178, distribution to be mutually agreed upon by the parties.

B. Effective January 1, 1995, all bargaining unit members shall receive an average salary increase of \$1,225, distribution to be mutually agreed upon by the parties.

C. Effective January 1, 1996, all bargaining unit members shall receive an average salary increase of \$1,274, distribution to be mutually agreed upon by the parties.

ARTICLE XI

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.

ARTICLE XII

VACATIONS

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

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
0 through 1 year	1 day for every 2 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 1 day for every year over 20 to a maximum of 26 working days

B. 1. Vacation days shall be computed as of January 1 for the following calendar year.

2. On January 1, all employees who have less than one calendar year of service will have their vacation leave computed at the 1 day for every 2 months of service rate for the period they were employed in the previous year. The following December 31 shall then be considered the end of the first full year of employment for vacation purposes.

3. By January 31, all employees will receive notice of their vacation entitlement for the current calendar year.

C. All vacations must be scheduled and approved by the department head or the Clerk-Administrator, for Group 4 employees.

It shall be the department head's responsibility to schedule individual vacations so that the activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacations so far as possible.

D. The Personnel Committee must approve all Group 4 employee vacation schedules, recommended by the Clerk-Administrator.

E. Group 4 employees will be given two (2) weeks (10 working days) vacation during their first year of employment if hired before July 1st, and one (1) week (5 working days) if hired after July 1st.

F. With the approval of the department head or Clerk-Administrator for Group 4 employees, an employee may, for unusual circumstances, be allowed to carry over not more than two (2) weeks' vacation into the following year.

G. 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.

H. Vacation days shall accrue on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty percent (50.0%) of his or her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned

in this section (i.e. vacation leave, holidays, injury leave, etc.).

I. All employees shall receive an additional day of vacation for holidays that occur during their vacations. This additional day is not automatically granted as an extension of the vacation period, but shall be granted at an approved time, at the discretion of the employee's department head.

J. Employees will not be permitted to take vacation leave before completion of the probationary period.

K. Permanent part-time employees who work at least forty (40) hours per month will accrue vacation at 1/2 the rate indicated in the schedule above.

ARTICLE XIII

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 necessitates their working, in which event they shall be notified in advance by their supervisors.

B. The following thirteen (13) days shall be recognized by the Borough as paid holidays:

- | | |
|----------------------------------|----------------------------------|
| 1. New Year's Day | 8. General Election Day |
| 2. Martin Luther King's Birthday | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Friday after
Thanksgiving |
| 5. Memorial Day | 12. Christmas Eve |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

C. Holidays falling on Sunday will be celebrated on the following Monday. When holidays fall on Saturday, they shall be observed the prior Friday.

D. On an annual basis, designated holidays are officially established by the Borough.

E. To be eligible to receive holiday pay, an employee shall work the full regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless the employee has been excused by the department head or unless the department head is satisfied that the absence was justified.

ARTICLE XIV

PERSONAL DAYS

A. 1. All full-time employees shall be entitled to three (3) personal days per year for personal, business, household or family matters described below.

2. Personal days shall be earned at the rate of 1 day for each 4 month period worked or paid.

3. An employee shall be entitled to take up to 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 were granted but not earned.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his/her family.

D. Any personal days not used by the end of the calendar year shall have those days added to the employee's accumulated sick leave.

E. Any employee terminating his employment prior to July 1 shall not be paid for unused personal days in the year of termination.

F. Personal days must be approved in advance by the department head, or Clerk-Administrator for Group 4 employees.

G. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the work day. Personal leave will not be granted if it interferes with the manpower needs of the Borough.

ARTICLE XV

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease.

B. An employee who is absent for reasons that entitle him to sick leave shall notify the Business Administrator promptly, but not later than two (2) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of one (1) working day per month in every calendar year of employment, and shall accumulate from year to year without limit.

D. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or after five (5) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

E. The Borough Administrator may, at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor. If the Borough Administrator requires proof of fitness to return to work pursuant

to this Section, the employee shall be examined by the Borough physician or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

F. In cases of leaves of absence ordered by the Borough physician and/or Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

G. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.

H. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday leave, etc.).

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.

C. The Borough may, in its sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family. The granting of the additional day shall not be discriminatorily applied, and shall be for the day of the funeral only.

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

ARTICLE XVII

JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify the Borough Administrator immediately upon receipt of a summons for jury service;

2. The employee has not voluntarily sought jury service;

3. No employee is attending jury duty during vacation and/or other time off from Borough employment, and;

4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XVIII

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 thirty (30) days if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

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

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

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to their Borough Administrator.

D. It is understood that the employee must file an injury report with the Borough Administrator 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.

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.

ARTICLE XIX

MILITARY LEAVE

A. All bargaining unit employees shall be entitled to Military Leave in accordance with State Statutes.

ARTICLE XX

ABSENCE WITHOUT LEAVE

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

ARTICLE XXI

HOSPITAL AND MEDICAL INSURANCE

A. The Borough agrees to continue the Blue Cross/Blue Shield, HMO, Major Medical, 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, equivalent or better benefits are provided.

ARTICLE XXII

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.

ARTICLE XXIII

BULLETIN BOARD

A. The Union shall have the sole use of the designated Union bulletin board located in the Municipal Building for the sole purpose of posting notices relating to meetings and official business of the Union only. The Borough shall provide and install this bulletin board in a mutually agreeable location.

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

C. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

D. 1. Employment opportunities in the Borough Government shall first be posted on the bulletin board.

2. Borough employees will be given the opportunity to file applications and have said applications reviewed prior to the Borough seeking applicants from other than Borough employees.

ARTICLE XXIV

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.

ARTICLE XXV

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.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement represents the full agreement between the Borough of Somerville ("Borough") and Local 702, Public Employees Service Union ("Union") for a collective bargaining agreement:

1. Duration: January 1, 1994 through December 31, 1996.
2. Wages:
 - a) Effective retroactive to January 1, 1994 for all bargaining unit members in good standing with the Borough as of the signing of this agreement, an average salary increase of \$1,178.00, to be distributed as agreed upon between the Borough and the Union.
 - b) Effective January 1, 1995, bargaining unit members shall receive an average salary increase of \$1,225.00, to be distributed as agreed upon between the Borough and the Union.
 - c) Effective January 1, 1996, bargaining unit members shall receive an average salary increase of \$1,274.00, to be distributed as agreed upon between the Borough and the Union.
3. Hospitalization Insurance: The agreed upon change in the prescription plan shall be implemented if and only if said change is implemented Borough-wide.

All other items previously agreed to are attached and shall be incorporated in the collective bargaining agreement.

This Agreement is subject to ratification by the Union and approval by the Borough's Governing Body.

BOROUGH OF SOMERVILLE

By: William E. Thompson
William E. Thompson
Chairman
Personnel Committee

By: Roberta Karpinecz
Roberta Karpinecz
Assistant Chairman
Personnel Committee

Dated: September 1, 1994

P.E.S.U. LOCAL 702

By: Robert J. Feeney
Dated: 8/25/94

By: Vito Zondras
Dated: 8/25/94

By: Steven Kazuraki
Dated: 8/25/94