



## TOWN OF NEWTON

### RESOLUTION #58-2013

April 8, 2013

### "Authorize Execution of an Agreement with the United Public Service Employees Union"

**WHEREAS**, the terms of a contract covering the three-year period from January 1, 2013 to December 31, 2015 have been negotiated by representatives of the United Public Service Employees Union "UPSEU" and representatives of the Town of Newton; and

**WHEREAS**, an appropriate contract reflecting the changes from the previous agreement has been prepared and executed by UPSEU representatives;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby authorizes the Mayor and the Municipal Clerk to execute said three-year contract covering calendar years 2013, 2014, and 2015 with the United Public Service Employees Union.

#### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, April 8, 2013.

Lorraine A. Read, RMC  
Municipal Clerk

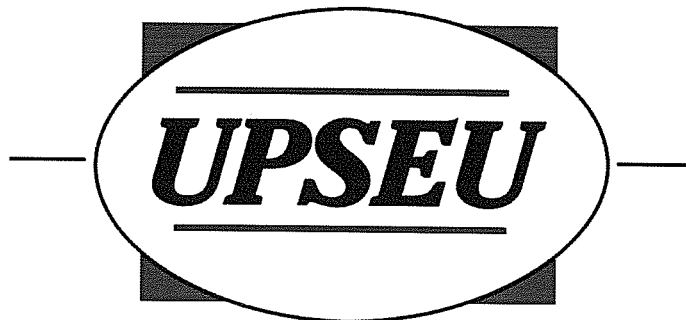
# COLLECTIVE BARGAINING AGREEMENT

## TOWN OF NEWTON

*The Town of  
Newton New Jersey*

*Essex County's Downtown*

and between



## UNITED PUBLIC SERVICE EMPLOYEES UNION

January 1, 2013 – December 31, 2015

**AGREEMENT**

**BETWEEN**

**TOWN OF NEWTON**

**AND**

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

**January 1, 2013 - December 31, 2015**

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**PREAMBLE**

This Agreement entered into this 29th day of April, 2013 by and between the Town of Newton, in the County of Sussex, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Town", and United Public Service Employees Union, hereinafter called the "Union", represents the complete and final understanding of all issues open to negotiation between the Town and the Union.

Date: April 29, 2013

  
Town  
UPSEU

**ARTICLE 1**  
**RECOGNITION**

A. The Town hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and regular part-time employees of the Department of Public Works, Department of Parks and Recreation, and the Department of Water and Sewer of the Town of Newton including, but not limited to, the following job titles: Truck Driver, Equipment Operator, Street Foreman, Grounds Maintenance Worker, Park Caretaker, Laborer, Sewer Laborer, Water Laborer, Recycling Laborer, Sewer Plant/Sewer Repairer, Water Repairer Recycling Foreman, Senior Plant Repairer, Plant Attendant, Water Foreman, Senior Water Repairer, and Water Meter Reader, but excluding all other employees of the Town, managerial executives, confidential and craft employees, professionals, seasonal employees, Police and supervisors within the meaning of the Act.

B. The title "employees" shall be defined to include the plural as well as the singular and to include males and females.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

A. The Town of Newton 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 Town government and its properties and facilities, and activities of its employees, by utilizing the personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Town.
- 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work scheduled 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 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 Department after advance notice thereof to the employees to require compliance by the employees is recognized.
- 4) To hire all employees, to promote, transfer, assign or retain employees in positions within the Town.
- 5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee according to law.
- 6) To lay off employees in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
- 7) The Town 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 efficiency and effective operation of the Department.



8) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices, and 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.

9) The Town shall not make any employee enter into any agreement in conflict with this contract.

B. Nothing contained herein shall be construed to deny or restrict the Town of its rights, responsibilities and authority under R.S. 40a and R.S. 11 or any other national, state, county or local law or regulation.

C. The Town's rights are restricted by and shall not exceed those granted under New Jersey state statutes.

**ARTICLE 3**  
**WORK RULES**

A. Proposed new rules or modifications of existing rules shall be provided to the Union representative at least five (5) days before they are established.

**ARTICLE 4**  
**NON-DISCRIMINATION**

A. The Town of Newton is an equal opportunity employer and may not discriminate on the basis of race, color, creed, national origin, ancestry, political affiliation, age, marital status, sex, gender identity or expression, affectional or sexual orientation, physical or mental disability, liability for military service or handicap.

B. The Town 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 such activity. There shall be no discrimination by the Town nor the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**ARTICLE 5**  
**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 on its behalf will cause, authorize or support, nor will any of its members take part in any strike; (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Town. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for termination of employment of such employee or employees.

C. 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 aforementioned activity, or from supporting any such activity by any other employee or group of employees of the Town, and that the Union will publicly disavow each action and urge all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law.

**ARTICLE 6**  
**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 or any other negotiated or non-negotiated benefit.

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

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

No grievance may proceed beyond Step 1 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 into this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 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 1 - The aggrieved or the Union shall institute action under the provisions hereof within ten (10) business 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 his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) business days shall be deemed to constitute an abandonment of the grievance.

Step 2 - If no agreement can be reached orally within ten (10) business days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within ten (10) business days thereafter to the Department Head, or his designated representative. The written grievance at this step shall contain the relevant facts, the applicable section of the contract violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) business days of receipt of the written grievance.

Step 3 - If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Town Manager or his designated representative within ten (10) business days thereafter. This presentation shall include copies of all previous correspondence related to the matter in dispute. The Town Manager shall respond to the grievance in writing within ten (10) business days of the submission.

Step 4 - If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration, pursuant to the rules and regulations of the Public Employment Relations Commission (PERC). The costs for the services of the arbitrator shall be borne equally by the Town and the Union. Any other expense, including but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. 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 advisory only and not binding on either party with respect to all grievances as defined in Section C above, except when an employee is terminated. The decision of the arbitrator with respect to employee termination shall be final and binding.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed 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. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.



**ARTICLE 7**  
**DUES DEDUCTION AND AGENCY SHOP**

A. The Town 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 Town Treasurer during the month following the filing of such card with the Town.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Town written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Town 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 any officer of the Union advising of such changed deduction.

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

E. Any such written authorization may be withdrawn at any time by the filing of a notice of such withdrawal to the Town 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 Town agrees to deduct the fair share 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 faire share assessment. A copy of the written notice of the amount of the faire share assessment must also be furnished to the New Jersey Public Employment Relations Commission.



H. The fair share of the 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, not to exceed eighty-five percent (85%) 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 of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its employees' goals in collective negotiations and contract administration, and to secure for the employees it represents, advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Town.

J. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Town, and to all employees within the bargaining 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 Union. This appeal procedure shall in no way involved the Town or require the Town 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 Town harmless against any and all claims, demands, suits or other actions taken by the Town in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Town, or in reliance upon the official notification on the letterhead of the Union and signed by any officer of the Union advising of such changed deduction.

M. Membership in the Union is separate, apart and distinct from the assumption by any employee of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the Town after it has satisfied itself that the Union is a proper majority representative.

**ARTICLE 8**  
**HOURS OF WORK**

A. All full-time employees in the Public Works Department, Division of Recreation and Water and Sewer Department shall work a forty (40) hour work week.

B. Upon notice, starting and stopping times, coffee breaks, lunch breaks, and days of work may be modified by the Town Manager to accommodate the needs of the Town.

C. All employees shall be entitled to one (1) fifteen (15) minute break prior to their lunch period, and one (1) fifteen (15) minute break after their lunch period. The respective Department Head or designated representative shall determine when said breaks will be given on a daily basis.

D. The Town, in its sole discretion, may install time clocks for the employees to "punch in" and "punch out" at their respective starting and stopping times, including lunch breaks.

E. If an employee works on any holiday as listed in Article 13 on page 22 of this Agreement, he will be paid time and one-half (1 ½) his regular rate of pay, except for Christmas when he will be paid double time, plus holiday pay.

F. If an employee works on Sunday, he will be paid double his regular rate of pay.

G. In the event that the State of New Jersey mandates 24-hour monitoring at the wastewater treatment plant, the Town may schedule a shift that includes Sunday as part of the regular work shift. Double time on the seventh day will be paid to employees required to work that shift, and time and one-half (1 ½) for over-time shall apply.

H. In the event municipal office operations are closed by the Town Manager or his designee, UPSEU employees scheduled to work will be required to report for duty as they are deemed to be essential personnel. Only personnel who are scheduled to report and who do report for duty will be compensated at a rate of time and one-half for hours worked in which the municipal offices are closed. Employees who are not scheduled to work shall not receive compensation for such closure. Personnel who are out due to vacation leave, sick leave or personal leave shall only receive compensation based upon use of accrued leave.



**ARTICLE 9**  
**OVER-TIME**

A. All full-time employees shall be entitled to over-time pay for all hours worked in excess of forty (40) hours in any scheduled work week at the rate of one and one-half (1 ½) times their regular base hourly rate of pay.

B. Part-time or temporary employees will be paid on a straight time basis for hours worked, with no allowance for over-time pay. Part-time or temporary employees are not eligible for over-time and shall not work more than eighty hours in any two-week period.

C. Employees must take compensatory time at the convenience of the work schedule and with the approval of the Department Head or the Town Manager.

D. In the event an employee is called back to work outside of his regularly scheduled hours, he shall be paid a minimum of two (2) hours at the over-time rate. Over-time performed immediately before or immediately after a meal recess shall not be subject to the minimum. No employee shall have the right to call out another employee without permission from his immediate supervisor, except in a major emergency. The supervisor may perform call-back duty.

E. An employee called back to work after his regularly scheduled hours and works a minimum of five (5) continuous hours shall be entitled to a maximum of eight dollars (\$8.00) as a meal allowance, and only needs to submit that on a voucher approved by his supervisor.

F. When an employee has worked for five (5) hours prior to or through the normal dinner hour of five o'clock to seven o'clock (5:00pm to 7:00pm), then an expenditure of up to nine dollars (\$9.00) is to be authorized to cover an evening meal.

G. Any employee of the Water and Sewer Department instructed to be on call for a two-day weekend will be entitled to ninety-five dollars (\$95.00), and for a three-day weekend, such employees will be entitled to one hundred twenty-five dollars (\$125.00).

H. Over-time opportunities shall be distributed as equally as possible within respective Departments.

I. For the purposes of calculating over-time, earned time off such as holidays, vacation, personal days, etc. will be considered time worked.

**ARTICLE 10****SALARIES**

The following step increases are hereby established:

	2013	2014	2015
<b>Laborer, W/S Laborer, Plant Attendant</b>			

Starting	\$38,901.78	\$39,679.82	\$40,473.41
2nd Year	\$41,005.02	\$41,825.12	\$42,661.62
3rd Year	\$43,109.28	\$43,971.47	\$44,850.89

**Truck Driver, Truck Driver/Groundskeeper**

Starting	\$45,913.26	\$46,831.53	\$47,768.16
2nd Year	\$47,315.76	\$48,262.08	\$49,227.32
3rd Year	\$48,718.26	\$49,692.63	\$50,686.48

**Equipment Operator**

Starting	\$51,523.26	\$52,553.73	\$53,604.80
2nd Year	\$52,925.76	\$53,984.28	\$55,063.96
3rd Year	\$54,328.26	\$55,414.83	\$56,523.12

Water Repairer	\$50,676.66	\$51,690.19	\$52,724.00
Senior Water Repairer	\$54,644.46	\$55,737.35	\$56,852.10
Park Caretaker	\$56,072.46	\$57,193.91	\$58,337.79
Street Supervisor	\$60,093.30	\$61,295.17	\$62,521.07
Water Foreman	\$61,310.16	\$62,536.36	\$63,787.09

No increases will be given at any time during the term of this Agreement other than for promotion to a higher job category, or for education incentive increase as noted in Article 35. Should a person be hired during the life of this Agreement for a title as indicated above, his salary can be within the range approved in the Salary Ordinance adopted by the Town Council but at no time can the salary be higher than that which is indicated above for the same title.

**ARTICLE 11**  
**LONGEVITY**

A. In addition to designated salary or hourly wages, all full-time permanent employees are eligible for additional longevity pay at the following rate:

<u>Years of Cumulative Service</u>	<u>Longevity Pay</u>
5	2%
10	4%
15	6%
20	8%
25	10%

B. Longevity pay is to be effective on the July 1<sup>st</sup> or January 1<sup>st</sup> following the anniversary date of employment.

C. Effective **August 25, 2004**, employees hired under this contract are no longer eligible for longevity pay.

**ARTICLE 12**  
**PAY PERIOD**

- A. All employees are paid biweekly, normally on Thursday.
- B. All payments are made by direct deposit, accompanied by a stub showing detailed deductions from employees' wages.



**ARTICLE 13****HOLIDAYS**

A. All full-time permanent employees are granted twelve and one-half (12 ½) paid holidays annually. These holidays are as follows:

New Year's Day	Veterans' Day
Martin L. King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Eve Afternoon
Memorial Day	(Provided such day does
Independence Day	not fall on a Saturday or
Labor Day	Sunday)
Columbus Day	Christmas Day

B. If a holiday falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday. The Monday Holiday Law shall also be observed for those holidays so designated.

C. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

D. In the event that any additional holidays are granted to Town of Newton employees by the Town Council, employees covered by this Agreement shall receive those additional holidays as well.

**ARTICLE 14**  
**VACATION LEAVE**

A. Every permanent full-time employee shall be granted the following annual vacation time with pay during the calendar year:

<b><u>Years of Full-time Service</u></b>	<b><u>Amount of Vacation</u></b>
<b><u>With Town of Newton</u></b>	<b><u>Earned per Month</u></b>
One month to five years	One day
Sixth year to ten years	One and one-fourth days
Eleventh year to fifteen years	One and one-half days
Over fifteen years	One and three-fourths days

B. All vacation time must be taken in the year accrued. If an employee is unable to take his vacation time in the year it accrues because of duties directly related to a state of emergency declared by the Governor, then any vacation scheduled and not taken by the employee shall be carried into the next succeeding calendar year only.

C. Vacation time may be taken as earned at the convenience of the departmental work schedule and with the approval of the Department Head and the Town Manager.

D. An employee may not use more than fifteen (15) consecutive vacation days without written approval of the Department Head or the Town Manager.

E. Upon termination, the employee will be paid the value of unused vacation time. If more time was taken than earned up to the time of termination, the employee's final check will be adjusted by the prorated amount.

**ARTICLE 15**

**SICK LEAVE**

A. In the first year of employment, an employee shall be entitled to one (1) day sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of one and one-quarter (1 ¼) days per month, or fifteen (15) days per year. Sick leave may be accumulated from year to year.

B. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries.

C. For the purpose of this Article, "immediate family" shall be defined to include spouse, child, parent or unmarried brother or sister, or a relative or dependent living under the same roof as the employee.

D. If an employee is absent from work due to illness for a period of three (3) consecutive work days, or more than ten (10) days in any calendar year, he may be required to furnish a medical certificate from a physician in support of the employee's absence from work.

E. The Town may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

F. When any employee is absent from work due to illness, he is expected to report that fact to his Department Head one (1) hour prior to his scheduled starting time. This procedure must be followed for the absence to qualify as a valid charge against accumulated sick leave.

G. Sick leave must be used while an individual is still employed. Any unused sick leave is forfeited upon termination of employment.

H. In case of leave of absence due to contagious disease, a certificate is required from a valid health agency. A certificate or letter from a valid health agency is also required in order for the employee to come back to work after the leave of absence due to contagious disease. In case of death in the family of an employee, any reasonable proof will be sufficient.

I. Each employee covered by this Agreement may utilize three (3) days per annum as personal days, which shall be deducted from his sick leave on a day-for-day basis. These days are non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert to sick leave and be placed in the employee's accumulated sick leave bank.

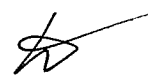
To be eligible to receive said personal days, employees must give reasonable notice of their request to utilize personal days.

If at the end of the calendar year only three (3) personal days were charged against an employee's sick leave account and no sick days were taken, the three (3) days will automatically be credited to the sick leave account for the next year.

J. Upon eligibility for full retirement or disability retirement, pursuant to the Public Employees' Retirement System, individuals covered by this Agreement will be reimbursed for sick time as follows:

<u>Years of Service With Town of Newton</u>	<u>Accrued Sick Time Percentage</u>
10 years	5%
15 years	10%
20 years	15%
25 years	25%

Members with more than 25 years of service with the Town of Newton will receive an additional one percent (1%) for each year of service over 25, to a maximum of 35%.



**ARTICLE 16**  
**INJURY LEAVE**

A. In the event an employee becomes disabled by reason of a 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.

B. Any employee who is injured while working, whether slightly or severely, must make an immediate report to his supervisor or Department Head.

C. It is understood that the employee must file an injury report with his supervisor or Department Head so the Town may file the appropriate workers' compensation petition. Failure to report an injury may result in the employee's failure to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that the employee is unable to work, and the Town may reasonably require the employee to present such a certificate from time to time.

E. If the Town does not accept the certificate of the physician designated by the insurance carrier, the Town shall have the right, at its own expense, to require the employee to obtain a physical examination and certification of fitness from a physician appointed by the Town.

F. If the Town appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Town, at its option and upon certification by the Town appointed physician, may extend disability pay for no more than one (1) additional year. The Town appointed physician must certify the employee is incapable of performing his duties for the additional time period.

H. In the event an employee is granted injury leave, the Town'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 Town. At the Town's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Town and receive his entire salary payment, or the Town shall pay the difference.

I. If the Town can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Town. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Town to the extent provided within this Agreement and any Ordinance in effect governing the Town.

**ARTICLE 17**  
**FUNERAL LEAVE**

A. In the event of death in the immediate family, an employee will be granted time off without loss of pay from the day of death up to and including the day of the funeral, but not to exceed three (3) days.

B. "Immediate family" means an employee's husband, wife, civil union partner, fiancé, fiancée, father, mother, father-in-law, mother-in-law, step father, step mother, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, child, step child, foster child, spouse's child, sister, brother, step sister, step brother, sister-in-law, or brother-in-law of the employee. It shall also include relatives of the employee residing in the employee's household. Reasonable verification of the event may be required by the Town.

C. In the event of a death in the immediate family, which would cause the employee to travel a considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted in unusual or extraordinary circumstances at the discretion of the Town Manager.

**ARTICLE 18**  
**MILITARY LEAVE**

A. Military leave will be granted in accordance with New Jersey state statutes.



**ARTICLE 19****JURY DUTY**

A. Any regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Town the difference between his 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 his supervisor 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 Town employment;
- 4) The employee submits adequate proof of time served on the jury and the amount received for such service.

B. If on any given day, an employee is attending jury duty and he is released by the court prior to eleven o'clock (11:00am), that employee shall be required to return to work by twelve o'clock (12:00 noon) that day to receive pay for that day.



Town



LIPSELL

**ARTICLE 20**  
**LEAVE OF ABSENCE WITHOUT PAY**

A. The Town Manager may grant an employee a leave of absence without pay for a period of up to thirty (30) days. Employees must have utilized at least fifty (50) percent of their accumulated vacation time before the Town Manager will consider such a request.

B. A leave of absence for longer than thirty (30) days must first be approved by the Town Council.

C. A leave of absence longer than twelve (12) months must be approved by the New Jersey Civil Service Commission.

D. Approval of leaves of absence without pay shall not be unreasonably withheld. The Town and the Union agree that the manpower needs of the Town are a valid reason for denial.



**ARTICLE 21**  
**ABSENCE WITHOUT LEAVE**

A. Any permanent employee who is absent from duty for a term of five (5) consecutive days without authorized leave of absence will be subject to termination.

**ARTICLE 22****CLOTHING**

A. The Town agrees to provide all employees with the following clothing issue. It is understood that the Town provides the clothing on a rental basis, and that the clothing is neither owned by nor the property of the individual employees.

1) Eleven (11) Uniforms consisting of eleven (11) shirts (a combination of long sleeved and short sleeved determined by the employee) and eleven (11) pairs of pants. The uniforms shall be provided to the employee upon the employee being hired by the Town. Repairs and replacements can be requested by an employee and will be provided at the Town's discretion; and

2) On an annual basis prior to the summer months, each employee shall receive five (5) t-shirts; and

3) In 2014 and every three (3) years thereafter, each employee shall receive a voucher in the amount of \$180 for a Carhart work bib; and

4) In 2013 and every three (3) years thereafter, each employee shall receive a voucher in the amount of \$90 for a winter jacket; and

5) In 2013 and every three (3) years thereafter, each employee shall ensure that the safety jackets used by the employees are in appropriate condition for use, and the Town will replace the jackets as needed based upon wear; and

6) Two (2) pairs of work gloves

B. The Town also agrees to provide each employee covered by this Agreement with raingear and rain boots.

C. Upon adoption of the annual budget, but not later than June 1<sup>st</sup>, the Town agrees to provide each employee covered by this Agreement with two hundred dollars (\$200.00) per year toward the purchase of work shoes/boots during the term of this Agreement.

**ARTICLE 23****PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS**

A. The Town shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his own tools.

B. If any equipment, tools, etc., break during normal and proper use, the employee shall bear no responsibility for said breakage.

C. Work gloves will be replaced during the year, provided the old gloves are returned in damaged condition. If work gloves are lost, no replacement will be made, except for the second pair issued per Article 22.

**ARTICLE 24**  
**GROUP INSURANCE**

A. After three (3) months of full-time employment, a new employee becomes eligible for the following coverage through the North Jersey Municipal Employee Benefits Fund (NJMEBF):

- 1) Hospitalization;
- 2) Medical-Surgical;
- 3) Major Medical; and
- 4) Dental

This coverage shall include the following benefit categories, which shall be defined as set forth in the NJMEBF: single, family, employee/spouse, parent/child and family with maternity membership.

B. The Town reserves the right to change insurance carriers or to self insure any or all portions of the insurance benefits, as long as the same or substantially similar benefits are provided.

C. All members shall be required to contribute a portion of the health insurance premium paid by the Town for Medical Health Insurance pursuant to the applicable provisions of c78, P.L. 2011 (N.J.S.A. 40A:10-21.1).

D. In accordance with N.J.S.A. 40A:10-17.1, the Town shall offer as monetary consideration to every eligible employee who waives health insurance coverage an additional sum that is the lesser of: (a) five thousand dollars (\$5,000) or (b) twelve and one-half percent (12.5%) of the amount saved by the Town because of the employee's waiver of health care benefits as calculated using the employee's applicable, individualized level of coverage and contribution.

E. Vision Plan Coverage will be provided for all employees covered by this Agreement with three (3) months of service.

**ARTICLE 25**  
**MILEAGE ALLOWANCE**

A. In the event an employee is authorized to use his private automobile for Town business, he/she will be reimbursed for work related travelled mileage at the Internal Revenue Service business rate allowance in effect at the time of said travel. All reimbursements must be authorized in advance by the Town Manager, and the employee needs to submit a completed voucher approved by his supervisor.

B. Employees who use their automobiles for Town business on a regular basis may be authorized a flat monthly allowance for travel within Sussex County. This allowance may be granted only after the recommendation of the Town Manager and the approval of the Town Council.

**ARTICLE 26****DAMAGE TO TOWN EQUIPMENT**

A. Whenever any employee damages any Town equipment, a full written report shall be made and forwarded to the Town Manager's office.

B. When any Town-owned vehicle is involved in an accident, the Police Department must be notified immediately so an on-the-scene investigation can be conducted and an accident report prepared, as required. The driver of the vehicle must also file a full report as required by section "A" above. The driver of the vehicle must be immediately screened for drugs or alcohol at a Town-approved medical facility with all costs to be borne by the Town.

C. In the event of an accident, the Town Manager may convene a review board consisting of the Department Head and at least one (1) other employee to review the accident and determine if negligence was involved, or if any disciplinary action should be recommended. Employees shall be notified within forty-eight (48) hours of attendance before a review board and shall have the right to Union representation.



**ARTICLE 27**  
**BULLETIN BOARDS**

A. The Town agrees to provide one (1) bulletin board at each Town building utilized as a work location by bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin boards.

B. All material posted on said bulletin boards must be on official Union letterhead, or must be signed by an authorized Union representative.



**ARTICLE 28****ACCESS TO PREMISES**

A. The Town agrees to permit representatives of the Union to enter the premises of the Town for individual discussions of working conditions with bargaining unit employees, as long as prior notice is given to and prior approval is obtained from the Town Manager. Stewards and representatives shall have the right to investigate and process grievances during work hours, provided that it does not interfere with Town operations.

**ARTICLE 29**  
**PERSONNEL RECORDS**

A. All personnel records are kept on file in the offices of the Town Manager or his designee.

B. Annually, by February 1<sup>st</sup>, each employee will be given a copy of his vacation leave and sick leave record.

C. Other personnel file information may be reviewed by appointment with the Town Manager.

D. The Town agrees to protect the confidentiality of the information contained in each personnel file. The Union agrees that certain job-related information is public knowledge and may be released upon request. If anyone outside of a Town official requests and receives information from an employee's personnel record, the employee will be so notified prior to the release, unless the Town is prohibited by law from doing so.

**ARTICLE 30**  
**MEDICAL EXAMINATIONS**

A. In some cases, the Town Manager may require a physical examination by a professional doctor prior to employment.

B. If the Town requires a physical exam or flu shots for employees, the employees shall submit the bills for such services to their insurance carrier. Whatever out-of-pocket costs are incurred by the employee will be reimbursed by the Town upon receipt of proof of payment by the employee, or notice from the employee's insurance carrier.

C. Generally, all full-time employees are required to take such examinations.

**ARTICLE 31**  
**WORKING TEST PERIOD**

A. Every new employee will be subject to a three (3) month working test period.

B. The purpose of this period is to give the Department Head and the Town Manager an opportunity to observe how well an employee fulfills his duties and responsibilities, and to decide whether the employee merits permanent status.

C. If at the sole discretion of the Department Head and the Town Manager, the employee does not satisfactorily perform within the working test period, the employee's employment with the Town shall be terminated.



**ARTICLE 33**  
**POSTING**

A. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of reassignment or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be posted upon their occurrence.

B. When a vacancy occurs within a higher or equally rated job, it shall be posted on all employee bulletin boards for a period of not less than ten (10) calendar days, and shall state requirements, and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on lay off, shall make a written request for such position.

C. Such jobs shall be filled in accordance with Civil Service rules and regulations.

**ARTICLE 34**  
**CIVIL SERVICE EXAMINATIONS**

A. Employees shall be allowed to take time off with pay to take open competitive and promotional examinations established by the Civil Service system for positions in the Town.

**ARTICLE 35**  
**EMPLOYEE TRAINING**

A. It is the desire of the Town to recognize the initiative and abilities of its employees. Therefore, the Town encourages and supports employees to undertake additional training courses that will enable employees to better perform the duties of their positions.

B. To encourage an effective employee training program, it is necessary to distinguish among the various types of educational opportunities available to employees and to encourage participation under the following conditions:

1) The Town will reimburse one hundred percent (100%) of an employee's tuition costs and mileage costs (the latter at the Internal Revenue Service business rate allowance in effect at the time of said travel, upon the satisfactory completion of all courses which employees are **required** to take to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their positions. Employees must obtain prior approval from the Town Manager for said courses to be entitled to said payment.

2) The Town will pay the attendance fee and the prevailing mileage rate for employee attendance at workshops, conferences and seminars which have received prior approval of the Town Manager.

3) Upon proof of receipt of a passing grade for any approved, job related course, a salary increment of two hundred and fifty dollars (\$250.00) will be added to an employee's base pay, effective with the commencement of the next pay period immediately following submission of such proof.



**ARTICLE 36**  
**EMPLOYEE RATING**

A. All full-time permanent employees shall be rated annually by their Department Heads.

B. After the rating is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Town Manager's office. The employee will receive a copy of his rating form and shall have the opportunity to review it with the Manager, after his review with the Department Head. These rating forms will become a permanent part of the employees' personnel records.

C. After the employee has reviewed his rating form and has had the opportunity to review it with the Manager after his review with the Department Head, the employee shall have the right to respond in writing to the employment rating, if he so desires.

**ARTICLE 37****LAY OFF OR REDUCTION IN FORCE AND RECALL**

A. The Town Manager may lay off an employee for purposes of efficiency or economy, or other valid reason requiring a reduction of the number of employees.

B. No permanent employee shall be laid off until all emergency employees, temporary employees, provisional employees, and those serving their working test periods are first separated.

C. Whenever possible, at the sole discretion of the Town, employees shall be demoted in lieu of lay off, to some lesser office or position.

D. In the event the Town plans to lay off employees for any reason, the Town shall meet with the Union to review such anticipated lay off at least four (4) weeks prior to the date such action is to be taken, if possible.

E. The Town shall forward a list of those employees being laid off to the local Union President on the same date that the notices are given to the employees. Employees being laid off shall be notified per Civil Service rules.

F. When the work force is increased after a lay off, employees will be recalled according to seniority. Notice of recall shall be sent to the employees at their last known address by registered mail. A copy of such notice shall be sent to the Union.

G. Lay offs will be effectuated in accordance with Civil Service rules and regulations.

**ARTICLE 38**  
**RESIGNATION**

A. Employees are required to give at least a two (2) week written notice upon resignation. Employees may be required to participate in an exit interview to be conducted by the Town Manager or his designee.

B. All resignations will be reviewed by the Town Manager.

C. Persons who fail to adhere to the provisions of this Article are subject to an unfavorable reference.

**ARTICLE 39**  
**RETIREMENT BENEFITS**

A. Within four (4) months after regular or permanent appointment, full-time employees must join the Public Employees' Retirement System.

B. If an employee terminates his municipal service prior to retirement, his contribution will be returned with interest, upon application to the Retirement System. If a terminating employee has more than ten (10) years credit with the Retirement System, he/she has the option of leaving the pension contributions in the fund toward future retirement allowances.

C. By Resolution #111-80, the Town of Newton adopted Chapter 88, P.L. 1974, which provides health benefits to employees with at least twenty-five (25) years of service in a State administered pension plan or who retires on an approved disability retirement.

D. By Resolution #1-2001, in accordance with N.J.S. 40A:10-23, the Town of Newton provides paid health benefits to a qualified retiree's surviving spouse.

E. Effective with the signing of this contract, and in accordance with N.J.S. 40A:10-23, the Town of Newton qualifies paid health benefits for retirees of this Union as follows:

1. To be eligible for paid health benefits upon retirement, employees retiring under this contract must have at least twenty (20) years service with the Town of Newton and be a minimum age of fifty (50) years at time of retirement.
2. Paid health benefits for the spouse of the employee retiring under this contract will be limited to the spouse at the time of retirement. If spouse predeceases retiree, health benefit coverage will revert to single coverage for retiree only.
3. If employee retiring under this contract predeceases spouse, spouse will maintain single coverage until death or remarriage.

F. Employees hired on or after January 1, 2013, must serve at least twenty (20) years with the Town of Newton and be a minimum age of fifty-five (55) at the time of retirement to be eligible for retiree health benefits.

G. Any employee hired on or after January 1, 2013, who is eligible for retiree health insurance coverage through the Town of Newton, shall receive the same level of coverage as that which is provided to active Association members.

**ARTICLE 40**  
**DISCIPLINARY ACTION**

A. An employee who acquires permanent status may be disciplined by the Town Manager, in accordance with Civil Service regulations, general law, and this Article by any of the following actions, which are stated in order of severity, for the cause stated in this section, and no employee shall be suspended or dismissed without the approval of the Manager.

1. Oral, documented reprimand
2. Written reprimand
3. Suspension from duty
4. Dismissal

B. The causes for which disciplinary action may be invoked include, but are not limited to, the following:

1. Neglect of duty.
2. Incompetence or inefficiency.
3. Insubordination or serious breach of discipline.
4. Use of intoxicants, narcotics, or controlled substances without a prescription; being intoxicated or narcotized while on duty.
5. Possession, sale, transfer or use of intoxicants or illegal drugs on Town property and at any time during work hours.
6. Entering the building without permission when the building is closed.
7. Soliciting on Town premises during work time.
8. Carrying weapons of any kind on Town premises and/or during work hours, unless carrying a weapon is a function of job duties.
9. Violation of established safety and fire regulations.
10. Chronic tardiness.
11. Unauthorized absence from work area, and/or roaming or loitering on premises, during scheduled work hours.
12. Defacing walls, bulletin boards or any other Town or supplier property.
13. Unauthorized disclosure of confidential Town information.
14. Gambling on Town premises.

15. Horseplay, disorderly conduct and use of abusive and/or obscene language on Town premises.
16. Deliberate delay or restriction of work effort, and/or incitement of others to delay or restrict their work effort.
17. Violating any Town rules or policies.
18. Violation of Federal, State or Town laws, rules or regulations concerning drug and alcohol use and possession.
19. Misuse of public property, including motor vehicles.
20. Unauthorized use of phones, cell phones, computers, fax machines, Internet, email and voicemail.
21. Chronic or excessive absenteeism.
22. Disorderly or immoral conduct while on duty.
23. Fighting or creating a disturbance.
24. Sleeping while on duty.
25. Inappropriate touching of an employee, volunteer, or customer.
26. Absence without leave.
27. Using leave for purposes other than that for which it is granted.
28. False statements, misrepresentation or fraud, in application forms or any other manner or matter concerning employment.
29. Willful violation of any of the provisions of civil service statutes, rules or regulations, or other statutes relating to the employment of public employees.
30. Conviction of any criminal act or offense.
31. Negligence of or willful damage to public property, or waste of public supplies.
32. Conduct unbecoming an employee in the public service.
33. Rude or disrespectful conduct toward the public.
34. Harassment of co-workers and/or volunteers and/or visitors.
35. Theft or attempted theft of property belonging to the Town, fellow employees, volunteers or visitors.
36. Infringement of policies defined in this chapter.

37. Use or attempted use of one's authority or official influence to control or modify the political actions of any person in the service, or engaging in any form of political activity during working hours.

38. Other actions disruptive to the effective, efficient or economic operation of Town affairs.

39. Unauthorized outside employment while on duty and working for the Town.

40. Unauthorized use of Town equipment and property.

C. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement.

D. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.

E. Employees disciplined under the provisions of this Article shall have the right to challenge the disciplinary action through the Grievance Procedures to advisory arbitration.



**ARTICLE 41**  
**OUTSIDE EMPLOYMENT**

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that full-time employees will consider their positions with the Town as their primary job. Any outside employment must not interfere with the employee's efficiency in his position with the Town, and must not constitute any conflict of interest.

C. No employee planning to or engaging in outside employment during off-duty hours shall be permitted to wear any uniform or clothing supplied to him by the Town.

D. All outside employment shall be approved by the Town Manager or his designated representative. Such approval shall not be unreasonably denied.

**ARTICLE 42**  
**SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 43**  
**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 the subject or negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties, at the time they negotiated or signed this Agreement.



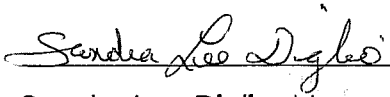
**ARTICLE 44**  
**DURATION OF AGREEMENT**

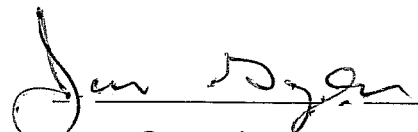
A: This Agreement shall be in full force and effect as of January 1, 2013 and shall remain in effect up to and including December 31, 2015, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

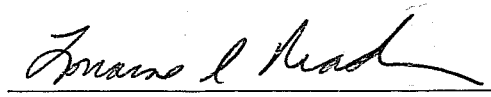
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Newton, New Jersey, on this 29<sup>th</sup> day of April, 2013.

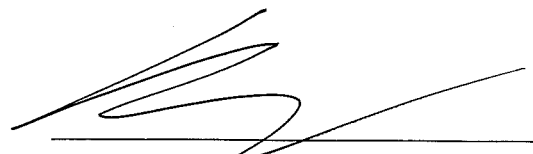
**TOWN NEWTON**

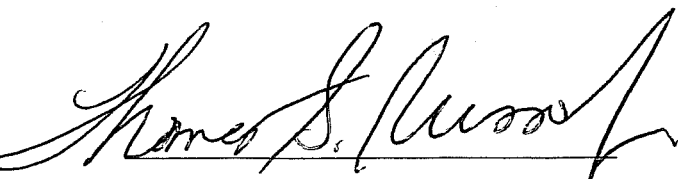
**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**


  
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Sandra Lee Diglio, Mayor

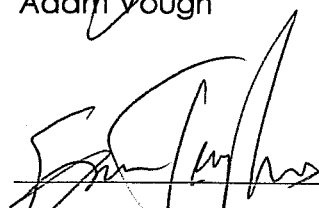
  
\_\_\_\_\_  
James Gangale, UPSEU

  
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Lorraine A. Read, Municipal Clerk

  
\_\_\_\_\_  
Kevin Boyle, UPSEU President

  
\_\_\_\_\_  
Thomas S. Russo, Jr., Town Manager

  
\_\_\_\_\_  
Adam Yough

  
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Eric Tompkins



