

## **Certification**

**I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).**

**Name : Teresa A. Oswin**

**Title: Administrative Assistant to the Town Manger**

**AGREEMENT**

**BETWEEN**

**TOWN OF NEWTON**

**AND**

**COMMUNICATION WORKERS OF AMERICA, AFL/CIO**

**LOCAL 1032**

**January 1, 2003 through December 31, 2006**

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## **PREAMBLE**

This Agreement entered into this 22nd day of November, 2004, by and between the Town of Newton, in the County of Sussex, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Town”, and the Communications Workers of America, AFL/CIO, hereinafter referred to as the “Union”, represents the complete and final understanding of all bargainable issues between the Town and the Union.

**ARTICLE I**  
**RECOGNITION**

A. The Town hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and part-time Police Communications Operators/Radio Dispatchers employed by the Town of Newton and excluding all other employees of the Town, managerial executives, confidential and craft employees, professionals, 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, except as hereinafter provided, 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 reasonable 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 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 for just cause and according to law against any employee.

Management Rights (Continued)...

6) To lay off employees in accordance with N.J.S.A. 40A:11a in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient and non-productive, as 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.

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 laws and regulations.

C. The Town's rights are restricted by and shall not exceed those granted under the New Jersey State Statutes.

### **ARTICLE 3**

#### **UNION RIGHTS AND PRIVILEGES**

A. The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Union representatives who shall not be discriminated against due to their legitimate Union activity. The Union agrees to furnish the Town with the names of Union representatives in writing. Employees who are designated as Union representatives shall be permitted to investigate and process grievances during regular working hours without loss of pay or benefits.

B. Union representatives, not to exceed two (2) in number, may participate in mutually scheduled collective negotiations and meetings during their scheduled hours of work, and shall suffer no loss in their regular pay for the time they are so engaged.

C. Authorized Union representatives shall have the right to enter upon the premises of the Town during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed, or with the proper service to the public.

D. The Union may use Town buildings and designated facilities at reasonable hours when not otherwise in use when authorized and scheduled by the proper authorities.

E. An employee may request use of vacation leave or unpaid leave to attend Union activities. Such leave shall be granted, provided that it will not interfere with the efficient operation of the Town and is requested in accordance with standard operating procedures for vacation and unpaid leave.

**ARTICLE 4**

**WORK RULES**

A. Proposed new rules or modifications of existing rules shall be provided to the Union representative at the earliest possible time and under no circumstances in less than five (5) days before they take effect.

B. Rules and regulations shall be in writing and copies shall be provided to the Union.

**ARTICLE 5**

**NON-DISCRIMINATION**

A. The Town and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, handicap or marital status.

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 in Union activity, or to refrain from such activity. There shall be no discrimination by the Town or the Union against any employee because of the employee's membership or non-membership, or activity or non-activity, in the Union.

C. The Town and the Union agree that all employees covered by this Agreement have the right to form, join and assist any fraternal or charitable organization, or to refrain from such activity.

## ARTICLE 6

### 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.

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 activity aforementioned, or 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 under the law.

## ARTICLE 7

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

No grievance may proceed beyond Step 3 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 3 through this grievance procedure.

D. The following constitutes the sole and exclusive method for resolving grievances arising under 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 seven (7) working days after the event giving rise to the grievance has occurred, or after the date on which the grievant may reasonably have known of the event. An earnest effort shall be made to settle the differences between the aggrieved employee and his

Grievance Procedure (Continued)...

immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance in this procedure.

Step 2: If no agreement can be reached orally within seven (7) working days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within seven (7) working 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, or the violation, misapplication, or misinterpretation of existing policy or regulations, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within five (5) working 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) working days thereafter. This presentation shall include copies of all previous correspondence related to the matter in dispute. The Town Manager may schedule a grievance meeting within ten (10) days after receipt of the grievance. The Town Manager shall respond in writing to the grievance within ten (10) working days of the submission. This response shall be considered the final administrative decision.

E. If the Union wishes to appeal the decision of the Town Manager and the grievance constitutes a controversy arising from the interpretation, application, or alleged violation of the terms and conditions of this Agreement, the Union may petition the New

Grievance Procedure (Continued)...

Jersey Public Employment Relations Commission (PERC) to use its procedures for selection of an arbitrator to hear the dispute. Said petition must be made within thirty (30) calendar days after the Town Manager's decision was due. The arbitrator shall conduct a hearing, and make his findings and award in writing, which shall be final and binding on the parties. The cost of the arbitrator's fee shall be borne equally by the parties.

**ARTICLE 8**

**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 authorization cards 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 change in the deduction for dues.

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 Town Clerk.

E. 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. Dues deductions and agency shop fees, along with a list of said employees and the amounts deducted, shall be sent to:

Communications Workers of America, Local 1032  
Attn: Local Treasurer  
900 Brunswick Avenue  
Trenton, NJ 08638

Dues Deduction and Agency Shop (Continued)...

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 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 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.

I. The Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Town and to all employees within the unit, of the information necessary to compute the fair share fee for services enumerated above, at least once a year.

J. 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 involve the Town, or require the Town to take any action, other than to hold the fee in escrow pending resolution of the appeal.

Dues Deduction and Agency Shop (Continued)...

K. 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, signed by any officer of the Union, advising of such changed deduction.

**ARTICLE 9**

**HOURS OF WORK**

A. All full-time Police Radio Dispatchers of the Town of Newton Police Department shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days scheduled off, to the extent possible.

**ARTICLE 10**

**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 1/2) times their regular base hourly rate of pay. The Town will use its best efforts to ensure that each employee covered under this agreement shall be given an equal opportunity to work overtime. Employees will be paid for all over-time hours worked. No compensatory time will be granted for hours worked in excess of forty (40) hours in the scheduled work week.

B. Part-time or temporary employees will be paid on a straight time basis for hours worked, with no allowance for over-time pay. Routinely, part-time or temporary employees are not scheduled to work more than twenty (20) hours in a work week. In the event that a part-time or temporary employee works more than forty (40) hours in any scheduled work week, he will be paid time and one-half for all hours worked in excess of forty (40) hours.

C. Employees may convert over-time hours worked into a maximum of three (3) days of compensatory time per calendar year. Any over-time hours worked during one calendar year in excess of three (3) days shall be paid in cash.

Over-Time (Continued)...

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 regularly scheduled hours, or 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.

**ARTICLE 11**

**SALARIES**

A. During the term of this Agreement, the base hourly and salaried rates of pay for each of the steps show below shall be as follows:

**Full-Time Salaried**

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Step 1 Starting:	23,194	24,354	25,571	26,594
Step 2 After Completion of One (1) Year Police, Fire and EMS Dispatch Experience:	26,754	28,092	29,496	30,676
Step 3 After Completion of Two (2) Years Police, Fire and EMS Dispatch Experience:	32,585	34,215	35,925	37,362
Step 4 After Completion of Three (3) Years Police, Fire and EMS Dispatch Experience:	37,740	39,626	41,608	43,272
Step 5 After Completion of Four (4) Years Police, Fire and EMS Dispatch Experience:	39,537	41,513	45,669	49,576

**Part-Time Hourly**

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Step 1 Training/Starting:	11.15	11.71	12.29	12.79
Step 2 After Completion of One (1) Year Police, Fire and EMS Dispatch Experience:	12.86	13.51	14.18	14.75
Step 3 After Completion of Two (2) Years Police, Fire and EMS Dispatch Experience:	15.67	16.45	17.27	17.96
Step 4 After Completion of Three (3) Years Police, Fire and EMS Dispatch Experience:	18.14	19.05	20.00	20.80
Step 5 After Completion of Four (4) Years Police, Fire and EMS Dispatch Experience:	19.01	19.96	20.96	21.79

Salaries (Continued).....

B. The Civil Service job title of Senior Communications Operator shall be conferred upon employees in this unit after completion of twelve (12) months of service.

**ARTICLE 12**

**BREAKS**

A. Each employee shall be entitled to one (1) paid fifteen (15) minute break for each half day period worked (morning and afternoon, and equivalent periods for shift work).

B. Each employee shall be entitled to one-half (1/2) hour lunch break during each eight (8) hour shift or major portion thereof.

C. Reasonable effort will be made to provide breaks and lunch. Upon approval of the shift supervisor, which will not be unreasonably withheld, employees may leave the building during breaks and lunch.

**ARTICLE 13**

**LONGEVITY**

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

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

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

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

D. Effective upon contract signing new employees hired under this contract will no longer be eligible for longevity pay.

**ARTICLE 14**

**PAY PERIOD**

- A. All employees are paid biweekly, normally on Monday.
- B. All payments are made by check accompanied by a check stub showing detailed deductions from employees' wages. Pay periods reflect the two (2) weeks preceding and ending on Monday at midnight.

## **ARTICLE 15**

### **HOLIDAYS**

A. All full-time employees shall be granted twelve and one-half (12 1/2) paid holidays annually. Those holidays are as follows:

- 1) New Year's Day;
- 2) Martin Luther King, Jr.'s Birthday (Third Monday in January)
- 3) Washington's Birthday (Third Monday in February)
- 4) Good Friday
- 5) Memorial Day (Last Monday in May)
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day (Second Monday in October)
- 9) Veterans' Day (November 11th)
- 10) Thanksgiving Day
- 11) Day After Thanksgiving
- 12) Second half of the shift on December 24th (1/2 day)
- 13) 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.

C. A day of holiday pay shall be equal to the employee's pay for his regularly scheduled work day.

D. 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.

Holidays (Continued)...

E. 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 16**  
**VACATION LEAVE**

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

<u>Years of Service</u>	<u>Earned per Month</u>
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 the Town does not allow the employee to take the vacation, based upon the manpower needs of the Town, then any vacation accrued 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. Conflicts in scheduling vacation leave shall be resolved by seniority.

F. Employees desiring to use their vacation time will notify the Chief of Police or his designee fourteen (14) days in advance and the Chief or his designee will schedule the vacation, unless an extreme emergency makes it impractical to do so, or unless the employee has been issued a subpoena to appear in court as a result of his employment.

Vacation Leave (Continued)...

G. On January 1st of each year, employees shall be credited in advance with all vacation time to be earned in that year. An employee who has used more vacation time than he has earned up to the time of termination of employment shall have an amount equal to his daily rate multiplied by the number of vacation days used in excess of earned vacation time deducted from his final pay.

H. Any employee whose service with the Town terminates shall have unused vacation time paid to him, or to the employee's legal representative, in the event of the employee's death.

**ARTICLE 17**

**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 1/4) days per month, or fifteen (15) days per year. Sick leave may be accumulated from year to year. On January 1st of each year, employees shall be credited in advance with that year's sick leave allotment. An employee who has used more sick leave time than he has earned at the time of termination of employment shall have an amount equal to his daily rate times the number of sick leave days used in excess of earned sick leave time deducted from his final pay.

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, 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 long-term sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

Sick Leave (Continued)...

F. When an employee is absent from work due to illness, he is expected to report that fact to his Department Head two (2) hours 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. 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 days shall be deductible from 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, the employee must give reasonable notice of his request to utilize personal days. Approval shall not be unreasonably withheld.

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</u>	<u>Percentage of Accrued Sick Time</u>
10 Years	5%
15 Years	10%
20 Years	15%
25 Years	20%

**ARTICLE 18**

**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 Department Head.

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

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

F. In the event 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 the disability pay for no more than one (1) additional year. The Town appointed

Injury Leave (Continued)...

appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said 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 which is provided within this Agreement.

**ARTICLE 19**

**FUNERAL LEAVE**

A. In the event of a 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) work days.

B. "Immediate family" shall be defined as father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, step or foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

**ARTICLE 20**

**MILITARY LEAVE**

A. Military leave will be granted in accordance with New Jersey State Statutes.

**ARTICLE 21**

**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 an extended leave of absence. An employee who has scheduled vacation time and is called for jury duty shall be permitted to reschedule his vacation;

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 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 in order to receive pay for that day.

**ARTICLE 22**

**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.

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

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

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 reasonable reason for denial, unless such leave is for medical purposes.

E. An employee on any type of leave of absence, except medical, shall be responsible for reimbursing the Town for medical insurance premiums, prescription program premiums and/or dental and vision program premiums. Failure to reimburse the Town for these premiums timely shall result in cancellation of the employee's coverage.

F. An employee on any type of leave of absence shall be responsible for the employee's share of pension and contributory insurance. Such premiums shall be deducted from the employee's pay check upon return to work, if not previously paid and upon certification from the Division of Pensions.

**ARTICLE 23**

**ABSENCE WITHOUT LEAVE**

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

**ARTICLE 24**

**HEPATITIS “B” IMMUNIZATIONS**

A. The Town will make arrangements for the series of Hepatitis “B” immunizations, in accordance with PEOSHA regulations, to those employees who agree to be so immunized. Employees will agree to the immunizations, unless advised by their personal physician, in writing, that they should not. The Town will assume the net costs remaining after employees covered by this Agreement have submitted all invoices for Hepatitis “B” immunizations to their insurance carrier for payment.

**ARTICLE 25**

**GROUP INSURANCE, DENTAL PLAN AND VISION PLAN**

A. After two (2) months of full-time employment, a new employee becomes eligible for the following coverage through the State Health Benefits Plan of New Jersey:

- 1) Hospitalization
- 2) Medical-Surgical
- 3) Major Medical

This coverage includes single, family, and family with maternity memberships.

B. The Town reserves the right to change insurance carriers, or to self insure any or all portions of the insurance benefits, so long as the same or substantially similar benefits are provided. The Town agrees to notify the Union of its intent to change carriers or self insure at least thirty (30) days prior to the anticipated date of implementation, and agrees to schedule a meeting with the Union to discuss the proposed change as soon as mutually possible.

C. From January 1, 2003 through December 31, 2005, the Town shall pay 100% of the cost of health insurance for employees and their eligible dependents as currently provided. When the Town enacts employee cost-sharing for health benefits, effective no sooner than January 1, 2006, the employee (union members) will contribute through a payroll deduction an amount not to exceed five percent (5%) of dependent cost, based upon their category benefit.

D. Coverage for families shall be paid in full during the term of this Agreement, in accord with the conditions in Paragraph C above.

E. Dental coverage for all employees covered by this Agreement will be provided by the Town within the same time period in which health benefits are provided, which is after two (2) full months of employment.

Group Insurance Dental Plan (Continued)....

F. The Town will provide a vision plan for all employees covered by this Agreement beginning January 1, 2002.

**ARTICLE 26**

**MILEAGE ALLOWANCE**

A. In the event an employee is authorized to use his private automobile for Town business, he will be reimbursed for mileage at a rate of \$.20 per mile as established by the Town Council. All reimbursements must be authorized in advance by the Town Manager.

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 27**

**DAMAGE TO TOWN EQUIPMENT**

A. Whenever any employee damages 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 they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full report as required by section "A" above.

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 bargaining unit employee to review the accident and determine if negligence was involved, or if any disciplinary action should be recommended. If disciplinary action is recommended, the employee retains the right to all appeals outlined in this Agreement.

**ARTICLE 28**

**SAFETY**

A. The Town agrees to provide safe and adequate working areas and equipment. The Union reserves the right to call upon the Town to investigate any matter involving work areas or equipment. Such requests will only be made where the Union feels that the employee is subject to possible impairment of health or safety.

**ARTICLE 29**

**PERSONNEL RECORDS**

- A. All personnel records are kept on file in the Town Manager's office.
- B. Annually, by February 1st, 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's office.
- 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. When anyone outside of Town officials 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**

**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 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. The employee's only recourse to such termination is through N.J.A.C. 4A:2-4.

**ARTICLE 31**

**PERMANENT STATUS**

A. Employees who have been certified and have satisfactorily completed their working test period have attained permanent status.

B. After permanent status has been established, an employee can be removed from his position only by the decision of the Town Manager, and only in accordance with Civil Service law, local ordinances and this Agreement.

**ARTICLE 32**

**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 33**

### **EMPLOYEE TRAINING**

A. In order 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 pay employees taking such courses at their regular wage rates. The Town will reimburse one hundred percent (100%) of an employee's tuition costs, mileage costs (the latter at the prevailing rate established by the Town Council), and course materials costs, upon 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 position. The employee must obtain prior confirmation from his supervisor for said courses to be entitled to said payment.

2) The Town will reimburse one hundred percent (100%) of the tuition costs incurred by full-time employees who enroll in the accredited college level "emergency medical technician course" which is approved by the Town Manager, provided that employees complete such courses with a minimum final grade of "C".

**ARTICLE 34**

**ADHERENCE TO NEW JERSEY**

**DEPARTMENT OF PERSONNEL RULES**

A. The Town and the Union understand and agree that all rules promulgated by the New Jersey Department of Personnel or superseded by Public Employment Relations Commission rulings concerning any matter whatever not specifically covered in this Agreement shall be binding upon both parties.

**ARTICLE 35**

**LAYOFF 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 period are first separated.

C. Whenever possible, at the sole discretion of the Town, employees shall be demoted in lieu of layoff, 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 two (2) 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.

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

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

**ARTICLE 36**

**RESIGNATION**

A. Employees are required to give at least a two (2) week written notice upon resignation.

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

C. Failure to provide two (2) weeks written notice will be considered by the Town as cause for resignation in bad standing.

**ARTICLE 37**

**RETIREMENT**

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.

## **ARTICLE 38**

### **DISCIPLINARY ACTION**

A. An employee who acquires permanent status may be disciplined 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 by the Manager, and no employee shall be suspended or dismissed without the approval of the Manager:

- 1) Informal, verbal reprimand
- 2) Written reprimand
- 3) Suspension from duty
- 4) Dismissal

B. All discipline shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than an oral reprimand.

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

- 1) Neglect of duty
- 2) Absence without leave or failure to report after authorized leave has expired, or after such leave has been disapproved or revoked
- 3) Incompetence, inefficiency or incapacity due to mental or physical disability
- 4) Insubordination or serious breach of discipline
- 5) Intoxication while on duty
- 6) Commission of a criminal act

Disciplinary Action (Continued)...

- 7) Disobedience of a rule or regulation of the Town
- 8) Conduct unbecoming a public employee
- 9) Negligence in the use of, or unauthorized use of, Town equipment
- 10) Falsifying important records
- 11) Absence without leave.

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

E. 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.

F. Employees disciplined under the provisions of this Article shall have the right to challenge the disciplinary action through the grievance procedure.

**ARTICLE 39**

**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 position 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. Written notification including the name of the employee seeking outside employment, that employee's address, telephone number, a description of the type of work to be performed, and the work schedule must be submitted to the Police Chief.

**ARTICLE 40**

**TEMPORARY DISABILITY**

A. The Town agrees to provide payroll deductions to those employees who choose to enroll in a temporary disability insurance program, fully paid for by the employee. The Union shall notify the Town of the name of the provider from whom the plan may be obtained. Only one plan shall be eligible for payroll deductions from the employees of this unit.

**ARTICLE 41**

**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 42**

**DURATION OF AGREEMENT**

A. This Agreement shall be retroactive to January 1, 2003 and shall remain in full force and effect up to and including December 31, 2006. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, of its intention to negotiate no sooner than one hundred fifty (150) days and 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 22nd day of November, 2004.

TOWN OF NEWTON

COMMUNICATION WORKERS OF  
AMERICA, AFL/CIO

\_\_\_\_\_  
Raymond Storm, Mayor

\_\_\_\_\_  
Michael DeSiena

\_\_\_\_\_  
Lorraine A. Read, Clerk

\_\_\_\_\_  
Lisa Minter