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A G R E E M E N T

BETWEEN

TOWN OF NEWTON

AND

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL/CIO

January 1, 1997 through December 31, 1999

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT	3
III	WORK RULES	5
IV	NON-DISCRIMINATION	6
V	MAINTENANCE OF WORK OPERATIONS	7
VI	GRIEVANCE PROCEDURE	8
VII	DUES DEDUCTION AND AGENCY SHOP	12
VIII	HOURS OF WORK	15
IX	OVER-TIME	16
X	SALARIES	18
XI	LONGEVITY	21

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<u>ARTICLE</u>		<u>PAGE</u>
XII	PAY PERIOD	22
XIII	HOLIDAYS	23
XIV	VACATION LEAVE	24
XV	SICK LEAVE	25
XVI	INJURY LEAVE	28
XVII	FUNERAL LEAVE	30
XVIII	MILITARY LEAVE	31
XIX	JURY DUTY	32
XX	LEAVE OF ABSENCE WITHOUT PAY	33
XXI	ABSENCE WITHOUT LEAVE	34
XXII	CLOTHING	35
XXIII	PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS	36

Art
PD
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<u>ARTICLE</u>		<u>PAGE</u>
XXIV	GROUP INSURANCE	37
XXV	MILEAGE ALLOWANCE	39
XXVI	DAMAGE TO TOWN EQUIPMENT	40
XXVII	BULLETIN BOARDS	41
XXVIII	ACCESS TO PREMISES	42
XXIX	PERSONNEL RECORDS	43
XXX	MEDICAL EXAMINATIONS	44
XXXI	WORKING TEST PERIOD	45
XXXII	PERMANENT STATUS	46
XXXIII	POSTING	47
XXXIV	CIVIL SERVICE EXAMINATIONS	48
XXXV	EMPLOYEE TRAINING	49

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<u>ARTICLE</u>		<u>PAGE</u>
XXXVI	EMPLOYEE RATING	51
XXXVII	LAYOFF OR REDUCTION IN FORCE AND RECALL	52
XXXVIII	RESIGNATION	53
XXXIX	RETIREMENT	54
XL	DISCIPLINARY ACTION	55
XLI	OUTSIDE EMPLOYMENT	57
XLII	SEPARABILITY AND SAVINGS	58
XLIII	FULLY-BARGAINED AGREEMENT	59
XLIV	DURATION OF AGREEMENT	60

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PREAMBLE

This Agreement entered into this ____ day of _____, 1997 by and between the Town of Newton, in the County of Sussex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Town", and Local No. 427, International Union of Electronic, Electrical, Technical, Salaried and Machine Workers, AFL/CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Town and the Union.

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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 regular part-time employees of the Department of Public Works, Department of Parks and Grounds, 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, 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.

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ARTICLE II

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 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.

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Management Rights (Continued)...

5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee according to law.

6) To lay off employes 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.

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.

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ARTICLE III

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.

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ARTICLE IV

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, or political affiliation.

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

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ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (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 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 in law.

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ARTICLE VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

C. 1) The term "grievance" as used herein means an appeal by 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 affecting them.

2) 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 in 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

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Grievance Procedure (Continued)...

provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step 2

If no agreement can be reached orally within five (5) working days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within five (5) 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 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 her designated representative within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Town Manager shall respond in writing to the grievance within ten (10) working days of the submission.

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Grievance Procedure (Continued)...

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

2) 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 terminations 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

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Grievance Procedure (Continued)...

been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

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ARTICLE VII

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" form, 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 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.

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 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 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Pub-

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Dues Deduction and Agency Shop (Continued)...

lic Employment Relations Commission, the Town and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the 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.

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 one 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.

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ARTICLE VIII

HOURS OF WORK

A. All full-time employees in the Streets and Roads, and Water and Sewer Departments 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, on a daily basis, determine when said breaks will be given.

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 break.

E. If an employee works on any holiday as listed in Article XIII on page 22 of this Agreement, he will be paid time and one-half his regular rate, 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 Waste Water 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 for over-time shall apply.

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ARTICLE IX

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.

B. Part-time or temporary employees will be paid on a straight time basis for hours worked, with no allowance for over-time pay.

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 who is 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 six dollars (\$6.00) 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

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Over-Time (Continued)...

o'clock (5:00 pm to 7:00 pm) then an expenditure of up to seven dollars and fifty cents (\$7.50) is to be authorized to cover an evening meal.

G. Effective January 1, 1994, any employee of the Water and Sewer Department instructed to be on call for a two-day week end will be entitled to Seventy-Five Dollars (\$75.00), and for a three-day week end, such employees will be entitled to One Hundred Dollars (\$100.00).

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.

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ARTICLE X

SALARIES

A. Effective January 1, 1997, all employees covered by this Agreement shall receive a three percent (3.00%) salary increase.* The annual base salaries and corresponding job titles are listed below for each individual.

<u>Employee</u>	<u>Job Title</u>	<u>1997 Salary</u>
P. Baldwin	Sr. Water Repairer	\$29,975
S. Benziger	Truck Driver	24,512
J. Carr	Truck Driver	24,512
W. Hagaman	Laborer	20,005
P. Havens	Water Repairer	27,486
P. Kays	Truck Driver	25,459
B. Kithcart	Laborer	22,288
C. Morris	Recycling Foreman	26,907
C. Raser	Sewer Plant/Repairer	24,938
J. Sisco	Laborer	23,894
W. Smith	Truck Driver	25,459
R. Straway, Jr.	Equipment Operator Act Supervisor Sts (1-6-97)	30,303 33,393
R. Straway	Truck Driver	25,143
T. Straway	Truck Driver Act Equip. Operator (2-1-97)	25,459 27,074
M. Teets	Truck Driver	25,459
W. Wagner	Water Foreman	34,158
E. Williams	Park Caretaker	30,871
G. Wright	Truck Driver	23,894

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Salaries (Continued)...

B. Effective January 1, 1998, all employees covered by this Agreement shall receive a three percent (3.00%) salary increase.* The annual base salaries and corresponding job titles are listed below for each individual.

<u>Employee</u>	<u>Job Title</u>	<u>1998 Salary</u>
P. Baldwin	Sr. Water Repairer	\$30,874
S. Benziger	Truck Driver	25,572
J. Carr	Truck Driver	25,572
W. Hagaman	Laborer	20,605
P. Havens	Water Repairer	28,311
P. Kays	Truck Driver	26,223
B. Kithcart	Laborer	23,281
C. Morris	Recycling Foreman	27,714
C. Raser	Sewer Plant/Repairer	25,686
J. Sisco	Laborer	25,247
W. Smith	Truck Driver	26,223
R. Straway, Jr.	Acting Supervisor Streets	34,395
R. Straway	Truck Driver	26,223
T. Straway	Act. Equipment Operator	27,886
M. Teets	Truck Driver	26,223
W. Wagner	Water Foreman	35,183
E. Williams	Park Caretaker	31,797
G. Wright	Truck Driver	25,247

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Salaries (Continued)...

C. Effective January 1, 1999, all employees covered by this Agreement shall receive a three percent (3.00%) salary increase.* The annual base salaries and corresponding job titles are listed below for each individual.

<u>Employee</u>	<u>Job Title</u>	<u>1999 Salary</u>
P. Baldwin	Sr. Water Repairer	\$31,800
S. Benziger	Truck Driver	26,674
J. Carr	Truck Driver	26,674
W. Hagaman	Laborer	23,646
P. Havens	Water Repairer	29,160
P. Kays	Truck Driver	27,010
B. Kithcart	Laborer	24,316
C. Morris	Recycling Foreman	28,545
C. Raser	Sewer Plant/Repairer	26,457
J. Sisco	Laborer	26,339
W. Smith	Truck Driver	27,010
R. Straway, Jr.	Act. Supervisor Streets	35,427
R. Straway	Truck Driver	27,010
T. Straway	Act. Equipment Operator	30,435
M. Teets	Truck Driver	27,010
W. Wagner	Water Foreman	36,238
E. Williams	Park Caretaker	32,751
G. Wright	Truck Driver	26,339

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Salaries (Continued)...

The following step increases are hereby established for the positions of Laborer, Water/Sewer Laborer, and Plant Attendant:

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Starting	\$20,005	\$20,605	\$21,223
Second Year	22,288	22,957	23,646
Third Year	22,603	23,281	23,979
Fourth Year	22,920	23,608	24,316
Fifth Year	23,235	23,932	24,650

The following step increases are hereby established for the positions of Truck Driver and Truck Driver/Groundskeeper:

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Starting	\$23,894	\$24,611	\$25,349
Second Year	24,512	25,247	26,004
Third Year	24,827	25,572	26,339
Fourth Year	25,143	25,897	26,674
Fifth Year	25,459	26,223	27,010

The following step increases are hereby established for the position of Equipment Operator:

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Starting	\$27,074	\$27,886	\$28,723
Second Year	28,688	29,549	30,435
Third Year	30,303	31,212	32,148

* 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 XXXV. Should a person be hired during the life of this Agreement for a

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Salaries (Continued)...

title as indicated above, his or her 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.

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ARTICLE XI

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 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.

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ARTICLE XII

PAY PERIOD

- A. All employees are paid bi-weekly, normally on Monday.
- B. All payments are made by check accompanied by a check stub showing detailed deductions from employees' wages.

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ARTICLE XIII

HOLIDAYS

A. All full-time permanent employees are granted twelve and one-half (12 1/2) 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	December 24th pm
Memorial Day	(Provided such day does
Independence Day	not fall on a Saturday
Labor Day	or 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, those employees covered by this Agreement shall receive those additional holidays as well.

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ARTICLE XIV
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>Amount of Vacation Leave Earned per Month</u>
One month to five years	One day
Sixth year to ten years	One and one-fourth days
Eleventh yr. to fifteen yrs.	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 or her 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.

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ARTICLE XV

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.

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

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Sick Leave (Continued)...

be followed in order 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. 1) Each employee covered by this Agreement may utilize three (3) days per annum as personal days, which days shall be deductible 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.

2) In order to be eligible to receive said personal days, the employee must give reasonable notice of his request to utilize the personal days.

3) Effective January 1, 1989, if at the end of the calendar year only three (3) personal days were charged against the employee's sick time account and no sick days were taken, the three (3) days will automatically be credited to the sick time account for the next year.

J. Upon eligibility for full retirement or disability retirement pursuant to the Public Employees' Retirement System,

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Sick Leave (Continued)...

individuals covered by this Agreement will be reimbursed for sick time as follows:

10 Years of Service	5% of Accrued Sick Time
15 Years of Service	10% of Accrued Sick Time
20 Years of Service	15% of Accrued Sick Time
25 Years of Service	20% of Accrued Sick Time

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ARTICLE XVI

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 the superintendent or Department Head.

C. It is understood that the employee must file an injury report with the superintendent or 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 of 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 cost, to require the employee to obtain a physical examination and certification of fitness from 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.

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Injury Leave (Continued)...

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 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 and any ordinance in effect governing the Town.

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ARTICLE XVII

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

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ARTICLE XVIII

MILITARY LEAVE

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

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ARTICLE XIX

JURY DUTY

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

- 1) The employee must notify his or her 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; and
- 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 or she is released by the Court prior to eleven o'clock (11:00 am), 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.

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ARTICLE XX

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 longer than twelve (12) months must be approved by 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.

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ARTICLE XXI

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.

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ARTICLE XXII

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) Six (6) uniforms
- 2) Six (6) pants
- 3) Six (6) short sleeve summer shirts
- 4) Six (6) long sleeve shirts
- 5) Two (2) coats
 - a) One (1) light duty three season coat
 - b) One (1) winter coat for the fourth season from December 1st to March 1st
- 6) Two (2) pairs of work gloves
- 7) Five (5) T-shirts

B. In addition to the above, by July 1st of the year, the Town agrees to provide each employee covered by this Agreement with one hundred twenty-five dollars (\$125.00) per year toward the purchase of work shoes/boots in calendar year 1997 and 1998. The Town agrees to provide each employee covered by this Agreement with one hundred fifty dollars (\$150.00) per year toward the purchase of work shoes/boots in calendar year 1999.

C. In addition to the above, the Town also agrees to provide each employee covered by this Agreement with raingear and rain boots.

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ARTICLE XXIII

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 the contract under Article XXII.

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ARTICLE XXIV

GROUP INSURANCE

A. After three (3) 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.

C. The full cost of the insurance provided by the Town's insurance carrier shall be covered by the Town. However, should an employee choose to go with another carrier, the Town will pay no more than the amount it currently pays with its own carrier.

D. In accordance with Chapter 259, P.L. 1995, the municipality can permit employees who receive health care benefits as a dependent of their spouse to waive coverage through the Town and receive an incentive. The incentive cannot exceed fifty percent (50%) of the amount saved by the municipality because of the waiver of benefits. The Town can permit an employee who has waived coverage under the provisions of the above referenced law to immediately resume health coverage if they lose their coverage as a dependent of their spouse.

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Group Insurance (Continued)...

E. Dental coverage for all employees covered by this Agreement with one (1) or more years of service will be offered at the same rate and level of coverage as that received by other non-Union Town employees and Department Heads.

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ARTICLE XXV

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 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.

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ARTICLE XXVI

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 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 employee to review the accident and determine if negligence is involved, or if any disciplinary action should be recommended.

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ARTICLE XXVII

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.

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ARTICLE XXVIII

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, so long as prior notice is given to and prior approval is obtained from the Town Manager.

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ARTICLE XXIX

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.

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ARTICLE XXX

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 employee shall submit the bills for such services to his insurance carrier. Whatever out-of-pocket costs are incurred by the employee will be paid by the Town upon receipt of proof of payment, or notice from the employee's insurance carrier.

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

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ARTICLE XXXI

WORKING TEST PERIOD

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

A. 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.

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ARTICLE XXXII

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 and local ordinances.

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ARTICLE XXXIII

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 the job classification, rate of pay, the nature of the job 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.

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ARTICLE XXXIV

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.

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ARTICLE XXXV

EMPLOYEE TRAINING

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

B. 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 reimburse one hundred percent (100%) of an employee's tuition costs and mileage costs (the latter at the prevailing rate established by the Town Council) upon the satisfactory completion of all courses which employees are **required** to take in order to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their positions. The employees must obtain prior approval from the Town Manager for said courses in order 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 the 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 three hundred

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Employee Training (Continued)...

dollars (\$300.00) will be added to the employee's base pay effective with the commencement of the next pay period immediately following submission of such proof.

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ARTICLE XXXVI

EMPLOYEE RATING

A. All full-time permanent employees may be rated by their Department Head.

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 or she so desires.

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ARTICLE XXXVII

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 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 lay off, 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. Lay offs will be effectuated in accordance with Civil Service rules and regulations.

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ARTICLE XXXVIII

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. Persons who fail to adhere to this Article are subject to an unfavorable reference.

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ARTICLE XXXIX

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.

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ARTICLE XL

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

Appeal may be made to the Town Council from any disciplinary action taken by the Manager.

B. 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) Incompetency, inefficiency or incapacity due to mental or physical disability
- 4) Insubordination or serious breach of discipline
- 5) Intoxication while on duty

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Disciplinary Action (Continued)...

- 6) Commission of a criminal act
- 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

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 Procedure to advisory arbitration.

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ARTICLE XLI

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 her designated representative. Such approval shall not be unreasonably denied.

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ARTICLE XLII

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.

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ARTICLE XLIII

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 of 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.

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ARTICLE XLIV

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1997 and shall remain in effect up to and including December 31, 1999, 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 14th day of April, 1997.

TOWN OF NEWTON
SUSSEX COUNTY
NEW JERSEY

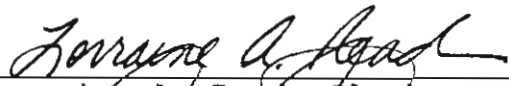
INTL. UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS,
AFL/CIO




Robert C. Shapiro, Mayor



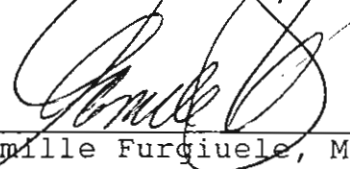
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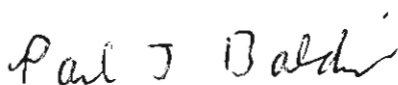
Lorraine A. Read, Clerk



Glen Wright



Camille Furgiuele, Manager



Paul J. Baldwin

