

AGREEMENT

BETWEEN

THE BOROUGH OF WHARTON

AND

THE WHARTON PUBLIC WORKS DEPARTMENT

PREAMBLE

This Agreement entered into this day of December, 2002, by and between the Borough of Wharton, hereinafter called the "Borough" and the Wharton Public Works Department, represented by Teamsters Union Local 102, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

RECOGNITION

A. The Borough hereby recognizes the Teamsters Union Local 102 as the exclusive Bargaining Agent for all employees of the Borough employed in the following departments: Roads, Sanitation, Parks, Water, Sewer and Building and Grounds, but excluding all Superintendents and Professional Employees within the meaning of the Labor Relations Act.

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

NON-DISCRIMINATION

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

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

UNION VISITATION

A. The Borough agrees, with prior approval of the Administrator or designee, to permit authorized representatives of the Union to enter the premises of the Borough at reasonable hours for the purposes of ascertaining whether the Agreement is being

violated or assisting in the adjustment of grievances, provided such visitation does not interfere with the operations of the Borough.

B. The Union Shop Steward, with prior approval of the Administrator or designee and provided there is no interference with the operations of the Borough, will be permitted time to process grievances during working hours. The Steward will also be permitted to assist in collective negotiations during working hours, provided that such negotiation sessions are mutually scheduled for such time.

GRIEVANCE PROCEDURE

All provisions relating to grievance procedures shall be covered by the Borough Personnel Code which is incorporated in this Agreement by reference.

BULLETIN BOARDS AND MAIL BOX

A. The Borough agrees to provide one (1) bulletin board at the building utilized at 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 board.

B. The Borough agrees to provide one designated mailbox at the Borough Municipal Building for the exclusive use of the Union to receive information pertaining to the Union.

C. The current call-out list shall be posted on the Union bulletin board.

D. The overtime list for the previous month shall not be posted on the Union bulletin board, however, the department head will provide a copy of the previous month's overtime list to the Shop Steward within the first five (5) days of the proceeding month.

HOURS OF WORK

A. The Borough agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday, exclusive of any lunch break, shall constitute a regular week's work hereinafter called the work week, and shall be paid for the regular straight time rates of pay hereinafter provided. This definition shall not be construed as a limitation of the number of hours or work which the Borough may require.

B. The regular work hours shall be 6:00 a.m. through 2:30 p.m. with one-half hour unpaid lunchtime. An employee workday may be changed at the discretion of the Director.

C. Two (2) fifteen (15) minute rest breaks will be granted to each employee, each day, with one occurring in the morning and one occurring in the afternoon.

OVERTIME

A. The amount of overtime and the schedule for working such overtime will be established by the Borough. The Borough agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform emergency overtime work, unless excused for legitimate urgent reasons. For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days, sick time, etc., will be considered time worked.

B. The Borough agrees that it will pay time and one-half the regular straight time hourly rate for all authorized time actually worked. The minimum of forty (40) hours of work for the week must first be satisfied.

C. If an employee works on Sunday or a designated holiday, he will be paid two times his regular straight time rate of pay.

D. If an employee works on Saturday, he will be paid one and one-half times his regular straight time rate of pay.

E. Call-out time shall take effect after regular work hours but shall not be effective when overtime is planned in advance. An employee called out before or after regular work hours shall receive a minimum of four (4) hours at the rate of one and one-half times the hourly rate provided that the minimum of forty hours have been satisfied. If an employee is called out on a Sunday, holiday or Saturday, then he will be paid according to paragraphs "C" and "D" above. If an employee is called out more than one time within the same four (4) hours for the same job, then he will only be entitled to one call-out at the appropriate rate.

WAGES

The following salary schedule will apply to employees covered by this Agreement as noted:

JOB TITLE	2003	2004	2005
Laborer	\$18.73	\$19.57	\$20.45
Truck Driver	\$19.59	\$20.47	\$21.39
Jr. Machine Operator	\$20.46	\$21.38	\$22.34
Jr. Operator/Maintenance	\$20.66	\$21.59	\$22.56
Sr. Machine Operator	\$21.13	\$22.08	\$23.07
Assistant Foreman	\$22.92	\$23.95	\$25.03
Working Foreman	\$24.68	\$25.79	\$26.95

HOLIDAYS

A. All full-time permanent employees are granted twelve (12) paid holidays annually. These holidays are as follows: New Year's Day, President's Birthday or Martin Luther King Day (not both), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and 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 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. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Borough under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work

immediately preceding and immediately following the holiday may be required to furnish a medical certificate for such absence.

VACATION LEAVE

A. All permanent full-time employees shall be granted annual vacation time with pay as per the Borough's Personnel Code.

B. All employees will be allowed to schedule two (2) vacation weeks on the initial canvass and the balance of their weeks on the second canvass.

SICK LEAVE

A. All permanent full-time employees will receive ten (10) sick days per calendar year for each year of 2003, 2004 and 2005. The Borough agrees to pay back for sick time not used. Unused sick time will be paid in the following fiscal year no later than one pay period after the approval of the municipal budget. Extended sick leave will be in accordance with the Borough's Personnel Code.

FUNERAL LEAVE

An employee will be granted up to a maximum of three (3) paid days off for a death in the immediate family. Immediate family is defined to include spouse, child, father, mother, brother, sister, father-in-law, or mother-in-law, a grandparent or a relative living under the same roof. Unusual family situations may, in individual cases, warrant considering some other members of the family as immediate.

Judgement will be applied in following the spirit of this regulation, approval of the Borough Administrator is required.

MILITARY LEAVE

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

PERSONAL DAYS

A. Each employee covered by this Agreement may use four (4) days per annum as personal days.

B. Requests for personal days will be made not less than twenty-four hours in advance of the day, except in cases of emergency.

C. Personal days may be denied due to manpower shortage or an emergency arising within the Borough.

COURT APPEARANCES - JURY DUTY

Court Appearances or Jury Duty shall be in accordance with the Borough's Personnel Code.

RESIGNATION

An employee may resign from his position by submitting a written resignation to the Director of Public Works, who in turn shall forward it to the Administrator. Unless there are disciplinary charges pending against the employee, the Borough shall notify the employee in writing of acceptance of his resignation in good standing. An employee shall give two (2) weeks minimum notice before the effective date of his resignation. Failure to do so may result in loss of vacation, sick and personal day credits.

INSURANCE

All premiums associated with Employee Health Benefits shall be paid by the Borough.

JOB BIDDING

Notice of all vacancies shall be posted. In the event more than one employee shall bid for the same job, the job shall be awarded to the most senior employee who can demonstrate he is qualified to perform the job.

DAMAGE TO BOROUGH EQUIPMENT

- A. Whenever any employee damages any Borough equipment, a full written report shall be made and forwarded to the Borough Administrator's office.
- B. When any Borough owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full written report.

PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

- A. The Borough shall provide all tools, protective clothing and safety equipment necessary to perform the task assigned.
- B. An allowance will be provided for in the Borough's budget for uniforms. The Shop Steward and the Department Head will develop a list of needed uniforms throughout the year to insure that all employees are provided with the proper amount of uniforms.

C. The Borough agrees to provide each employee two hundred (\$200.00) dollars annually toward the purchase of work shoes. Any amount spent by the employee above the \$200.00 allowance shall be borne by the employee. The employee shall provide a sales receipt to the Borough as proof of purchase of the safety work shoes. Employees are urged to purchase shoes through the Morris County Cooperative Purchasing Program which the Borough participates in.

D. The Borough agrees to pay for one pair of prescription safety glasses for each employee per year. The allowance for prescription safety glasses will be not to exceed \$250.00 per year. The cost of the exam is to be paid by the employee.

DUES DEDUCTION AND AGENCY SHOP

All employees shall, as a condition of employment be either a member of the Union in good standing or agree to pay an Agency Shop 85% of the regular dues in accordance with the laws of the State of New Jersey.

The Borough agrees to deduct either the regular dues, initiations, if any, and the Agency Shop Fee provided the Borough is furnished with authorization from the employee to do so. The Borough will remit same to the Union no later than the 15th day of the following month that the dues, etc., are deducted for. Such lists shall be presented to the Union in the following order: name in alphabetical order, social security number and the month paying for. The Union shall also be notified monthly or quits and new hires. In regard to new hires, the name, address, social security number and the date of hire shall be noted.

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2005.

ARBITRATION

An independent arbitrator, agreeable to both parties, will be employed on Disciplinary Matters where an employee receives over five (5) days suspension or is dismissed. The decision of the arbitrator will be binding upon all parties.

PERSONNEL CODE

All provisions relating to Borough employment, not specifically covered by this Agreement, will be covered by the Borough Personnel Code. The Borough Personnel Code is hereby incorporated in this agreement by reference.

MEAL ALLOWANCE

Overtime of four (4) hours or more under any conditions will entitle an employee to a meal allowance of \$15.00 which includes any gratuity. The Borough also agrees that if an employee is called out two (2) or more hours earlier than 6:00 a.m., the employee will be entitled to a breakfast allowance in the amount not to exceed \$6.00, however, if call-out time exceeds four (4) hours, then the meal allowance of \$15.00 will prevail.

COMMERCIAL LICENSES

The Borough agrees to pay for all commercial licenses needed employees to perform their jobs.

WHARTON BOROUGH FIREMEN'S ANNUAL CARNIVAL

Employees scheduled to work at the Annual Firemen's Carnival shall be considered to be on a Call-In basis.

CALL-OUT RESPONSE TIME

The Department Head will use every method (i.e. telephone, pager, etc.) available to him to contact the employee who is scheduled for call-out. That employee must verbally contact the department head within fifteen (15) minutes of notification. If the employee fails to contact the Department Head within the fifteen (15) minutes, the department head will proceed to call-out the next scheduled employee.

CALL-OUT ROTATION

Call-outs will be on a rotated basis; for example, if an employee is called out for any situation, then his name will rotate to the end of the list for the next available call-out situation.

JOB CLASSIFICATION/RATE OF PAY

All employees shall be given job descriptions. If an employee works out of his job classification a minimum of four (4) continuous hours, he shall be paid his current rate or the rate of the job, whichever is higher.

TEAMSTERS LOCAL UNION #102

DATE

BRUCE BAIRD, SHOP STEWARD

DATE

KEVIN O'CONNOR

BOROUGH OF WHARTON

DATE

WILLIAM J. CHEGWIDDEN, MAYOR

DATE

SUSAN BEST, MUNICIPAL CLERK

ADDENDUM "A"
AGREEMENT BETWEEN THE

BOROUGH OF WHARTON
AND
THE WHARTON PUBLIC WORKS DEPARTMENT

The Section in the current agreement entitled "Wages" is hereby amended as follows:

Job Classifications and Wages

JOB TITLE	2003 HOURLY RATE	2004 HOURLY RATE	2005 HOURLY RATE
Category I Laborer		\$14.00	\$14.63
Laborer	\$18.73	\$19.57	\$20.45
Truck Driver	\$19.59	\$20.47	\$21.39
Laborer/Junior Machine Operator	\$20.46	\$21.38	\$22.34
Truck Driver/ Maintenance Mechanic	\$20.66	\$21.59	\$22.56
Senior Machine Operator	\$21.13	\$22.08	\$23.07
Assistant Foreman	\$22.92	\$23.95	\$25.03
Working Foreman	\$24.68	\$25.79	\$26.95

TEAMSTERS LOCAL UNION #102

DATE

ANDREW BOYLAN, SHOP STEWARD

DATE

KEVIN O'CONNOR

BOROUGH OF WHARTON

DATE

WILLIAM J. CHEGWIDDEN, MAYOR

DATE

SUSAN BEST, MUNICIPAL CLERK